



# A Supplementary book for translation

Tran Thi Nhi, Le Vu Quynh Nga, Nguyen Thi Dieu Ha, Le Thi Nhung



**NHÀ XUẤT BẢN ĐẠI HỌC THÁI NGUYÊN**





**TRAN THI NHI, NGUYEN THI DIEU HA,  
LE VU QUYNH NGA, LE THI NHUNG**

**A SUPPLEMENTARY BOOK  
FOR TRANSLATION**

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## **PREFACE**

Translation always plays an important role in human communication from the ancient time up till now. It is the gateway for understanding other peoples and their civilizations. To the 21<sup>st</sup> century, the globalization, internationalism and intercultural communication together with the reluctance of many teachers and executive authority towards the total changes in teaching methodology have reconfirmed the unquestionable role of translation. And translation has been largely become the focal element of academic curricula of language arts. Universities have become completely interested in training competent and efficient translators, however, this objective is really hard for them to achieve. The actual teaching and learning of the courses are just either to teach theories of translation or practically to train students to translate from English into Vietnamese and vice versa. The fruit of the training process often fall short of its expectation. In the case of School of Foreign Languages – Thai Nguyen University, the situation is the same and many of the students are showing off the poorer performance than ever.

With the aim of supporting students' learning translation, the book with 7 different modules is designed to provide the learners with some basic principles of translation which will be generally useful to translation courses in universities and colleges, to help the learners avoid some errors they may encounter when they translate a text, that could be very useful for the learners in learning and practicing translating and to provide the learners tasks related to the theory they have learned. The book has been written either for the students to learn by themselves or for both teachers and learners to exploit in classes, focusing mainly on 2 main courses Translation 1 and Translation 2 for students in School of Foreign Languages – Thai Nguyen University.



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## MODULE 1:

### METAPHORS IN ENGLISH

*"All the world's a stage, And all the men and women merely players  
They have their exits and their entrances"*

*- William Shakespeare*

#### Part I - An Overview of Metaphors

##### 1. What is Metaphor?

From English Collins Dictionary, a metaphor is an imaginative way of describing something by referring to something else which is the same in a particular way. Meanwhile linguist George P. Lakoff and philosopher Mark Johnson stated that the essence of metaphor is understanding and experiencing one kind of thing in terms of another.

The English metaphor derived from the 16th-century Old French word *métaphore*, which comes from the Latin *metaphora*, which means "carrying over", in turn from the Greek *μεταφορά* (*metaphorá*), meaning "transfer", or from *μεταφέρω* (*metapherō*), meaning either "to carry over" or "to transfer". Then, a **metaphor** is a figure of speech that refers, for rhetorical effect, to one thing by mentioning another thing. It may provide clarity or identify hidden similarities between two ideas.

One of the most commonly cited examples of a metaphor in English literature is the "All the world's a stage" monologue from *"As You Like It"*:

All the world's a stage, And all the men and women merely players;  
They have their exits and their entrances [...] — William Shakespeare, *As You Like It*, 2/7

This quotation expresses a metaphor because the world is not literally a stage. By asserting that the world is a stage, Shakespeare uses points of comparison between the world and a stage to convey an understanding about the mechanics of the world and the behavior of the people within it.



The Philosophy of Rhetoric (1937) by rhetorician I. A. Richards describes a metaphor as having two parts: the **tenor** (the ground) and the **vehicle** (**the figure or the borrowing idea**). The tenor is the subject to which attributes are ascribed. The vehicle is the object whose attributes are borrowed. In the previous example, "the world" is compared to a stage, describing it with the attributes of "the stage"; "the world" is the **tenor**, and "a stage" is the **vehicle**; "men and women" is the secondary tenor, and "players" is the secondary vehicle.

Related to metaphors, Peter Newmark (1988: 104 - 113) - a famous author on translation studies - stated that metaphor means "any figurative expression" including "the transferred sense of a physical word, the personification of an abstraction, and the application of a word or collocation to what it does not literally denote. Metaphors may be "single" or "extended" with a collocation, an idiom, a sentence, a proverb, an allegory, or a complete imaginative text". From this, metaphors appear to be a lively linguistic phenomenon, making up new cognitive and aesthetic understandings that the readers need to study carefully in order to acquire the hidden messages.

## **2. Metaphor Classification**

Linguistically, metaphors are identified and classified in numerous ways. However, for this writing is focusing on metaphors in translation, the classification of metaphors is also basing on Peter Newmark's idea (1988). According to Newmark, "whenever you meet a sentence that is grammatical but does not appear to make sense, you have to test its apparently nonsensical element for a possible metaphorical meaning, even if the writing is faulty, since it is unlikely that anyone, in an otherwise sensible text, is suddenly going to write deliberate nonsense. And also, there are 5 basic types of metaphors: Dead metaphors, Cliché metaphors, Stock/ Standard metaphors, Recent metaphors, and Original metaphors.

### **2.1. Dead Metaphors**

A dead metaphor is a figure of speech which has lost the original imagery of its meaning due to extensive, repetitive, and popular usage. Because dead



metaphors have a conventional meaning that differs from the original, they can be understood without knowing their earlier connotation. For dead metaphors, one is hardly conscious of the image, frequently related to universal terms of space and time, the main part of the body, general ecological features and the main human activities. In English, they can be such words or phrases as space, field, mine, top, bottom, foot, mouth, arm, circle, drop, fair, rise, or falling head-over-heels in love... In Vietnamese, they can be such words or phrases as *dòng đời*, *lãng phí thời gian*, *ngập đầu trong công việc*, *mở mang trí tuệ*, *chiếm đoạt tình yêu*, *con tim rung động*, *hại sức khỏe* (*hút thuốc có hại cho sức khỏe*), *xâm phạm tiết hạnh*, *hỏi thăm sức khỏe* (*sở thuế vụ đã đến hỏi thăm sức khỏe anh ta*), *Sở Khanh* (*hắn ta nổi tiếng là một tay sở khanh*)...

Normally dead metaphors are not difficult to translate, but they often defy literal translation, and therefore offer choices. In English, dead metaphors can be livened up, sometimes into metonyms, by conversion to phrasal words ('drop out', 'weigh up') and this must be accounted for in the translation.

## **2.2. Cliché Metaphors**

A cliché or cliché (/ˈkliːʃeɪ/ or /kliˈʃeɪ/) is an expression, idea, or element of an artistic work which has become overused to the point of losing its original meaning or effect, even to the point of being trite or irritating, especially when at some earlier time it was considered meaningful or novel. A cliché is often a vivid depiction of an abstraction that relies upon analogy or exaggeration for effect, often drawn from everyday experience.

Cliché metaphors as metaphors that have perhaps temporarily outlived their usefulness, that are used as a substitute for clear thought, often emotively, but without corresponding to the facts of the matter. Take the passage: 'The County School will in effect become not a backwater but a break through in educational development which will set trends for the future. In this, its traditions will help and it may well become a jewel in the crown of the county's education.' It is not difficult to see the unnaturalness of the passage. Used sparingly, it may succeed, but the use of a cliché in writing, speech, or argument is generally considered a mark of inexperience or a lack of originality.



### **2.3. Stock/ Standard Metaphors**

Stock metaphor is an established metaphor which in an informal context is an efficient and concise method of covering a physical and/or mental situation both referentially and pragmatically. A stock metaphor has a certain emotional warmth and which is not deadened by overuse.

In terms of translation, stock metaphors are sometimes tricky to translate, since their apparent equivalents may be out of date or affected or used by a different social class or age group. "He's in a giving humour", "he's a man of good appearance", or "he's on the eve of getting married" are examples of stock metaphors. All these are in the Harrap dictionary but they are supposed not to have 'the implications of utterance'. Some other examples of stock metaphor are "wooden face", or "hawks and doves"... which can be transferred into Vietnamese literally, referentially and pragmatically as "mặt thớt" and "diều hâu và chim bồ câu"... However, it is not easy to replace the original image in the source language by the same one in the target one. That is the reason why stock metaphor is considered as one of the difficulties of translation process. For example, the sentences listed above "He's in a giving humour", "he's a man of good appearance", or "he's on the eve of getting married", though they are not confusing at all, but they are unable to be reproduced into corresponding images or expressions in Vietnamese.

### **2.4. Recent Metaphors/ Neologism**

Recent metaphors, where an anonymous metaphorical neologism has become generally used in the SL. Newmark categorises this metaphor as a live metaphor because they are usually born in teenager jargon or in technology or in journalism. They are also spread specially rapidly in the source language.

Common examples of this type of metaphor are womanizer, casanova, cookie, virus, firewall, icon, download, software, Silicon Valley, head-hunting, trade name, trade mark, or skint without money... In Vietnamese, recent metaphors are not unfamiliar any more. Such phrases or words as "*quẩy*", "*muối*", "*không có cửa*",... are being used more and more often from time to time. In translation, the method of through translation are supposed to be the best way for the reproduction process from this to another language.



## **2.5. Original Metaphors**

Original metaphors, which are created by the writer or speaker usually to make discourse more interesting and often used to highlight particular points or as reiteration. It is created from the SL's own original thoughts and ideas (e.g. a forest of fingers).

Original metaphors are unlexicalised ones; they portray the writer's personality and comment on life (Newmark 1988:112). Newmark (1988:104) considers as metaphors those that have two purposes: the first one is to describe a mental process or state, a concept, a person, an object, a quality or an action more comprehensively and concisely than is possible in literal or physical language. The second one is that metaphors should appeal to the senses, to interest, to clarify graphically, to please, to delight. His definition can be explained as both cognitive and aesthetic, since a metaphor on its own covers these two purposes together.

In English Literature, William Shakespeare is believed as the person who created the biggest number of metaphors through his works. The symbolic images like "All the world's a stage", "as the gentle rain" "Night" or "northern star" ... have been famous all over the world for centuries.

## **3. Strategies for Translating Metaphors**

There are three main strategies of metaphor translation found in translatology (Bassnett, Lefevere, 1993; Snell-Hornby, 2006) and these are:

1. a metaphor into the same metaphor, named direct translation;
2. a metaphor into a different metaphor—substitution of the image in the SL by a TL metaphor with the same or a similar sense and the same or similar associations;
3. a metaphor into the sense—paraphrase, a shift to a nonfigurative equivalent.

According to Newmark's prescriptive model of metaphors translation (1988) there are strategies for transfer of their proper meaning. While dead metaphors are not especially problematic, literal translation is often not possible. In vocative texts, cliché metaphors should be upheld in the TT (Newmark 1988: 107). In informative texts, they should be reduced to their sense or replaced with a more credible stock metaphor. For the translation of



stock metaphors, the SL image should be legitimately reproduced in the TL, but the metonyms used may be transferred as long as the substitutes have the same connotations as the SL. However, the SL image is more commonly translated by images that are established to a similar degree. Stock metaphors may also be reduced to their sense or literal language. Recent metaphors should be translated using componential analysis. In vocative texts, original metaphors should be translated literally, as they “contain the core of an important writer’s message...”. If the metaphor is obscure and of little importance to the text, it should be replaced with a descriptive metaphor or reduced to its sense. In informative texts, consideration should be given to the number and variety of original metaphors in the text as a whole and a decision should be taken between literal translation, reduction to its sense or modification of the metaphor.

Newmark contributed to translatology with his seven strategies of metaphor translation that have almost always been taken up by the researchers and which are considered here.

1. Reproducing the same image in the TL. This is the best way to translate stock metaphors, most frequently, idioms.

2. Replacing the image in the SL with a standard TL image. It is used when there is no image that corresponds exactly to the one in the SL and which does not clash with the TL culture.
3. Translating metaphor by simile. This strategy modifies an emotive metaphorical expression to suit the TL if that context is not as emotive in character as the SL.

3. Translating metaphor by simile + sense.

4. Converting a metaphor to its sense. This is a strategy where the image of the SL is reduced to its sense and rewritten to suit the TL.

5. Deleting. It is used when the metaphor is redundant.

6. Combining the same metaphor with the sense.

These strategies are arranged according to preference, which means that Newmark recommends that translators opt for the replacement strategy in the first instance and only if this is not possible, due to cultural clashes, to move down the list and opt for an alternative strategy.



## Part II - Practice

**Task 1. Identify the metaphors in the sentences below and translate them into either English or Vietnamese.**

a. "My lips, two blushing pilgrims, ready stand to smooth that rough touch with a tender kiss". W. Shakespeare - Romeo and Juliet

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b. "But soft! What light through yonder window breaks? It is the east, and Juliet, the sun!" W. Shakespeare - Romeo and Juliet.

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c. "Shall I compare thee to a summer's day? Thou are more lovely and more temperate." W. Shakespeare - Sonnet 18

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d. "In life, a person will come and go from many homes. We may leave a house, a town, a room, but that does not mean those places leave us." - Arik Berk

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e. The book was an addiction. - I couldn't put it down.

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f. Ngày ngày mặt trời đi qua trên Lăng - Thấy một Mặt trời trong Lăng rất đỏ. (Viễn Phương)

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g. Cha lại dắt con đi trên cát mịn - Ánh nắng chảy đầy vai. (Hoàng Trung Thông)

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h. Ngoài thêm rơi chiếc lá đa - Tiếng rơi rất mỏng như là rơi nghiêng.  
(Trần Đăng Khoa)

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i. Tại cuộc họp thường trực Ủy ban An toàn Giao thông chiều 30/11, Bộ trưởng Bộ Giao thông Vận tải bày tỏ sự quan ngại các hãng hàng không đang vét hết khách của đường sắt.

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k. Thị trường là thước đo chính xác nhất cho mọi loại hình dịch vụ. Ở đó, đơn giản là những sản phẩm thua kém về giá trị sẽ bị người tiêu dùng quay lưng.

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**Task 2. Translate these short texts from Vietnamese into English**

a. Từ ngày ấy chị không có gia đình nữa, đòn gánh trên vai, tối đâu là nhà, ngã đâu là giường, mùa hè vài cái áo cánh nâu vá vai, mùa đông một chiếc áo bông ngắn đã bạc, ngày mưa, ngày nắng, bàn chân đã từng đi khắp mọi nơi không dừng lại một buổi nào. Cũng có ngày đau ốm, nằm nhờ người nhà quen, bung bát cơm nóng, nhìn ngọn đèn dầu lại sức nhớ trước đây mình cũng có một gia đình, có một đứa con, sớm lo việc sớm, tối lo việc tối. Còn bây giờ bốn bề là nhà, chỉ lo cho thân mình sao được cơm ngày hai bữa, chân cứng đá mềm.

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**b.** Chìa khóa cho kết quả giáo dục là chất lượng giáo viên. Tuy nhiên, ở nhiều quốc gia trên thế giới, nhà giáo đang gặp nhiều thách thức. Tôi tin rằng mỗi trường học nên là một đảo hòa bình giữa thế giới đầy biến động. Bất cứ ai bước qua cổng trường nên cảm nhận được sự an toàn. Vì điều này, sự thay đổi trong giáo dục cần được xem xét thật kỹ lưỡng.

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**c.** Hồ Ba Bể (Bắc Kạn) cách Hà Nội hơn 220 km về phía Bắc được ví như “viên ngọc xanh” giữa núi rừng, là điểm du lịch sinh thái lý tưởng với du khách. Nằm trong top 20 hồ nước ngọt lớn nhất thế giới, hồ Ba Bể mang vẻ đẹp hoang sơ và thơ mộng với không khí mát lạnh, dễ chịu.

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**b.** Tuy nhiên, nhìn chung các nhà văn trẻ chưa thật sự xem mảng đề tài văn học thiếu nhi là mảnh đất để gắn bó mãi mãi, chưa thật sự chuyên nghiệp để dành cả bút lực, tâm lực để trọn đời gắn bó với văn học thiếu nhi. Hơn thế, những đỉnh cao văn học cũng chưa gõ cửa với những tác phẩm của các tác giả trẻ này. Khoảng trống nữa chưa thể khỏa lấp là các tác phẩm văn học thiếu nhi của



các nhà văn trẻ này chưa tạo thành một làn sóng văn học, chưa chiếm lĩnh được thị trường văn học thiếu nhi vẫn đang tràn ngập sách ngoại.

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c. Mỗi một đất nước, mỗi một vùng miền hay mỗi một địa phương đều có một phong tục, tập quán, văn hóa rất riêng tạo nên nét đặc trưng không thể lẫn vào đâu được. Và hai thành phố lớn Sài Gòn và Hà Nội cũng không nằm ngoài quy luật đó, với “văn hóa vỉa hè” đã đi vào lòng người một cách hết sức tự nhiên, nhẹ nhàng và vô cùng bình dị.

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**Task 3. Translate these short texts from English into Vietnamese**

a. Whole Foods reached an exciting milestone this year with the grand opening of its 365 by Whole Foods Market. This new version of Whole Foods is geared toward millennials, meaning it's a more affordable, tech-friendly, and fun grocery store that's just as high quality as any regular Whole Foods.

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**b. The Pentagon has buried an internal study that exposed \$125 billion in administrative waste in its business operations amid fears Congress would use the findings as an excuse to slash the defense budget, according to interviews and confidential memos obtained by The Washington Post.**

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**c. In the wake of the Nov. 8 election of Donald J. Trump as the next president of the United States, the country is battered and bruised, and no doubt as divided as ever. But that doesn't mean legislative gridlock is fait accompli. In fact, from an economic standpoint, there's real reason for optimism.**

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**d.** For companies, Big Data is increasingly no longer a "nice to have" - but the next frontier in terms of competition, growth, innovation, and customer insights. And yet this requires careful planning: as Tamara McCleary, Founder of brand relations firm RelationShift, says, "The future of data success is contingent not only on data acquisition and mining data, but also how quickly they respond to that data".

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**e.** Despite the unexpected stance taken by many Americans, the report found that a majority of citizens across the globe believe that torture and attacks on civilians are not inevitable parts of war, showing that average people largely don't support some of the most heinous aspects of conflict perpetrated by their states. Still, many nations engage in these tactics, indicating that discrepancies between civilian opinions and the actions of leaders remain

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## **MODULE 2:**

### **COMPOUND ADJECTIVES**

#### **Part I - An Overview of Compound Adjectives**

##### **1. What are Compound Adjectives?**

A compound adjective is formed when **two or more adjectives** are joined together to modify the same noun. These terms should be hyphenated to avoid confusion or ambiguity.

Compound adjectives are always used to condense a lot of information in few words. They are common in writing than in speech. There are two main types of compound adjectives

- i. Compound adjectives which are original to the text in which they occur. These words will not usually be found in a dictionary, like oil-rich, fuel-cell...
- ii. Compound adjectives which are used so commonly that they have become part of the vocabulary of the English language. These words will usually be found in dictionary, like short-sighted, well-educated...

##### **2. Formation**

**The most commonly used compound adjectives are mostly formed in the following ways:**

**a. Adjective/ Adverb/ Noun + Past Participle:** narrow-minded, well-known, so-called, king-sized...

- This densely-populated area has the highest crime rates in the country.
- We live on a brightly-lit street in the city centre.
- The students gave a high-spirited musical performance.

**b. Adjective/ Adverb/ Noun + Present Participle (-ING):** best-selling, hard-working...

- There was a variety of mouth-watering desserts at the wedding reception.



- It was a thought-provoking novel.

- Some forward-thinking politicians are proposing reforms to the educational system.

**c. Compound Adjectives with Numbers:** three-second, one-month, four-year-old...

- I have a two-year contract with my cell phone provider.

- He handed me a twenty-page report.

- We live in a twelve-storey apartment building.

**d. Noun + adjective:** accident-prone, lead-free, sugar-coated, tax-free...

- There's nothing better than drinking an ice-cold lemonade on a hot summer day.

- I hate it when my boss wants to make last-minute changes to a publication.

- We had dinner at a world-famous Italian restaurant.

**e. Adjectives + prepositions:** built-up, well-off, all-out competition, the trickle-down theory..., tell-off, hard-up, ...

### **3. Strategies for Translation of Compound Adjectives**

In English, compound adjectives constitute a powerful device to compress information into a lexical unit consisting of two (occasionally more) bases. Their morphological patterns express a number of different semantic relationships between the constituents, while leaving implicit the syntactic links between them; within the same pattern, the relationship between the constituents can sometimes vary. The success of these compounds depends on the fact that they permit economy (the packing of the maximum content in the minimum number of words), constitute an open-ended subsystem, and provide a means to create neologisms and occasionalisms.

Mona Baker summarized the difficulties in translating items above the word level (1992: 54 - 70) as follows:

**a. The engrossing effect of source text patterning:** the influence of the pattern of a TL multi-word on a SL one.



b. Misinterpreting the meaning of a SL multi-word and a TL multi-word: two multiwords denote the same but connote a different referent, because of similar form but different contextual use.

c. The tension between accuracy and naturalness: the need to render the meaning of a SL multi-word slightly differently for the sake of its accuracy and naturalness in the TL.

d. Culture-specific multi-words: they reflect the cultural setting in which they occur and which may be quite different to that in TL.

e. Marked multi-words in the ST: items whose unusual combination of words is difficult to be marked; in the TL.

Mona Baker (1992: 71-78) also proposed the following strategies for translation problems of equivalence:

**a. Translation by a more general word:** This is one of the most common strategies to deal with many types of nonequivalence. As Baker believes, it works appropriately in most, if not all, languages, because in the semantic field, meaning is not language dependent.

**b. Translation by a more neutral/ less expressive word:** This is another strategy in the semantic field of structure.

**c. Translation by cultural substitution:** This strategy involves replacing a culture-specific item or expression with a target language item considering its impact on the target reader. This strategy makes the translated text more natural, more understandable and more familiar to the target reader.

**d. Translation using a loan word or loan word plus explanation:** This strategy is usually used in dealing with culture-specific items, modern concepts, and buzz words. Using the loan word with an explanation is very useful when a word is repeated several times in the text. At the first time the word is mentioned by the explanation and in the next times the word can be used by its own.

**e. Translation by paraphrase using a related word:** This strategy is used when the source item is lexicalized in the target language but in a



different form, and when the frequency with which a certain form is used in the source text is obviously higher than it would be natural in the target language.

**f. Translation by paraphrase using unrelated words:** The paraphrase strategy can be used when the concept in the source item is not lexicalized in the target language. When the meaning of the source item is complex in the target language, the paraphrase strategy may be used instead of using related words; it may be based on modifying a super-ordinate or simply on making clear the meaning of the source item.

**g. Translation by omission:** This may be a drastic kind of strategy, but in fact it may be even useful to omit translating a word or expression in some contexts. If the meaning conveyed by a particular item or expression is not necessary to mention in the understanding of the translation, translators use this strategy to avoid lengthy explanations.

**h. Translation by illustration:** This strategy can be useful when the target equivalent item does not cover some aspects of the source item and the equivalent item refers to a physical entity which can be illustrated, particularly in order to avoid over-explanation and to be concise and to the point.

English and Vietnamese are of different language systems, one is polysyllabic, and one is monosyllabic. That makes up lots of difficulties while transferring a text from this language to another. The strategies proposed by M. Baker (1992) can apply to the process of translating from English into Vietnamese, and vice versa, depending on the type of compound adjectives as well as the meaning of the text in its context.

**Part II - Practice**

**Task 1. Match the two parts of the compound adjectives.**

1. old	a. fetched	
2. self	b. fashioned	
3. last	c. headed	



4. far	d. centred	
5. air	e. term	
6. long/short	f. produced	
7. level	g. made	
8. quick	h. minute	
9. so	i. standing	
10. long	j. tight	
11. mass	k. called	
12. self	l. witted	

**Task 2. Complete the sentences using compound adjectives from Task 1.**

- a. He made a \_\_\_\_\_decision to take the job, and only just notified the company in time.
- b. The economist was a very \_\_\_\_\_ man, not inclined to get over-excited by unexpected developments.
- c. It was a very \_\_\_\_\_idea - completely impractical and unworkable!
- d. Maria was a very \_\_\_\_\_person who never thought about how other people might feel.

**Task 3. Replace the relative clause in italics. Use an appropriate compound adjectives below. The first 1 has been done for you.**

<b>environmentally</b>	<b>friendly</b>	<b>face-saving</b>	<b>hard-working</b>
<b>high-speed</b>	<b>lead-free</b>	<b>ready-made</b>	<b>sugar-coated</b>



1. Firms will compete to employ individuals with talent who are willing to work hard.

→ Firms will compete to employ hard-working individuals with talent.

2. There is an increased demand for products which do not cause pollution.

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3. Sales of petrol which has no added lead have soared in recent years.

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4. Many doctors still prefer to prescribe tablets which are covered in sugar for children.

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5. Many commuters now travel from London to Paris on trains which travel very quickly.

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6. Foods which have been prepared in advance are a popular choice for working parents.

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7. The government was forced to make a compromise which would avoid further embarrassment.

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**Task 4. Translate these short texts from Vietnamese into English**

**Biển Chết**

a. Biển Chết là một hồ nước trong đất liền, nằm giáp biên giới Jordan, Israel và Palestine, theo Live Science. Nó được công nhận là một trong những hồ chứa nước có độ mặn cao nhất thế giới. Không một loài cá, chim hay thực vật nào sống được trong môi trường có độ mặn cao ở Biển Chết. Nước ở đây có độ mặn gần gấp 10 lần nước biển bình thường.

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b. Đại dương trên Trái Đất chứa khoảng 3,5% thành phần là muối, theo Cục Hải dương và khí quyển Mỹ (NOAA). Muối này có nguồn gốc từ đá trên đất liền. Axit trong nước mưa phá vỡ đá, thu giữ ion trong đá và mang chúng ra biển. Phần lớn các ion này là natri và clo, hai loại ion kết hợp với nhau tạo thành muối trong đại dương.

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c. Nếu loại bỏ muối ra khỏi nước, chúng ra sẽ thu được khoảng 50 triệu tỷ tấn muối, tạo thành một lớp muối dày 153 mét bao phủ xung quanh Trái Đất, tương đương chiều cao của tòa nhà 40 tầng. NOAA ước tính, nước hồ Biển Chết có độ mặn gấp 5-9 lần nước biển. Độ mặn nước biển tùy thuộc độ sâu. Ở độ sâu 100 mét so với mặt biển, nước bão hòa với muối và không thể hòa tan thêm nữa, khiến muối tích tụ dưới đáy biển.

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d. Biển Chết nằm trong một thung lũng trải dài hơn 1.000 km, bắt đầu từ bán đảo Sinai và mở rộng về phía bắc tới Thổ Nhĩ Kỳ. Khu vực này trũng nhất Trái Đất, thấp hơn 429 mét so với mực nước biển. Một loạt hồ từng xuất hiện ở thung lũng này và biến mất 15.000 năm trước, chỉ còn lại Biển Chết, theo Trung tâm nghiên cứu Biển Chết Minerva (MDSRC).

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e. Nước ngọt từ sông Jordan là nguồn duy nhất chảy vào Biển Chết. Tuy nhiên, ở đây lại không có con kênh hay dòng chảy nào dẫn nước từ hồ ra đại



đương. Nước tích tụ trong Biển Chết và bốc hơi nhanh hơn tốc độ của nước biển trong đại dương, khiến nồng độ muối Biển Chết cao hơn biển, MDSRC giải thích.

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**Task 5. Translate these short texts from English into Vietnamese**

**Army Ants**

a. Forget lions, tigers, and bears. When it comes to the art of war, army ants are among the most frightening creatures on earth. With powerful mouth parts, these fighters can skillfully cut creatures much larger than themselves into pieces. Acting together in great numbers, army ant colonies succeed at making tens of thousands of such kills each day. Their capabilities do have limits, though. Contrary to popular belief, they almost never take down large animals or people.

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**b.** One of the best places to observe army ants is Barro Colorado, an island in a lake created by the Panama Canal. The island is home to as many as 50 colonies of *Eciton burchellii*, the most studied army ant in the world. It is one of 150 types of army ants in the New World; more than 170 other types live in Asia, Africa, and Australia. The colonies of this army ant are huge, ranging from 300,000 to 700,000 ants. They never stay in one place long, moving from nest site to nest site.

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**c.** Linking legs together, they use their own bodies to form enormous nests called bivouacs, which they hang beneath a fallen tree. There they stay for about 20 days as the queen lays as many as 300,000 eggs. When the ants go hunting, as many as 200,000 of them leave the nest in a group that broadens into a fan as wide as 14 meters. This swarm raid takes a slightly different course each day, allowing the hunters to cover fresh ground each time.

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d. Protecting the ants wherever they go are the soldiers, recognizable by their over-sized jaws. If their frightening looks don't scare enemies away, soldiers also have a powerful bite - and the attack is often suicidal. Because their jaws are shaped like fishhooks, the soldiers can't pull them out again. Amazonian tribes have used soldier ants to close wounds, breaking off the bodies and leaving the heads in place.

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e. *Eciton burchellii* are blind and can't see what's ahead of them, but they move together in such great numbers that they easily kill the non-army ants, insects, and other small creatures that constitute their prey. When the group happens upon a break in the path, ants immediately link legs together and form a living bridge so that the group can move forward without any delay.

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f. In Japanese the word ant is written by linking two characters: one meaning "insect," the other meaning "loyalty." Indeed, individual ants are



completely loyal to their fellow ants. They display many examples of selfless cooperation that, while certainly extreme, can't fail to win human admiration.

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## **MODULE 3:**

### **TRANSLATING NEWS HEADLINES**

#### **Part I - Theory**

Reading newspaper articles is an excellent way for foreign learners to build vocabulary and practice comprehension using real materials. It can expose you to different topics, and a variety of language that is rare in spoken English. However, newspaper writing is rarely a representation of common English.

#### **1. What is News Headlines?**

In newspapers, headline size is determined by three parameters: the width (defined by the number of columns the headline will have), the depth (whether it gets one line or two, called "single deck" or "double deck," respectively), and the font size.

The headline, in any kind of mass media, is conventionally defined as "the title of a newspaper report, which is printed in large letters above the report and the most important points of the main news stories that are read at the beginning of a newspaper on radio or television" (Longman Dictionary of Contemporary English, 2003). To put it differently, the headlines have an extremely critical and privileged position, heading the newspapers, reports or articles with a distinct layout and typography in order to present the main ideas as well as the most crucial information that the readers want to know through few, condensed, and well-selected words (Gorjian et al., 2013; Hendar, 2012; Lee, 2012; Petronienė & Žvirblytė, 2012; Uppuleti & Ganta, 2015).

#### **2. Why do headlines matter?**

The importance of headlines cannot be understated. For many editors, headlines can seem like added burdens; the stories are what really count. Headlines are far too often written last (often quickly and under deadline pressure). But let's think like a reader. The reader unfolds the newspaper and sees what first? The



photos, the headlines. These are the first reader entry points. Busy people (which includes all of your readers) scan the newspaper, surveying photos, headlines and cutlines to decide if they want to commit more time to reading the stories that interest them. The photos, cutlines and headlines are thus important decision-making points. In fact, they may be more important than any paragraph in a normal story.

Shi (2014) explained that the news headlines do not only have the function of setting a short summary of the main context of articles but they also arise the readers' curiosity, grab their attention, and direct them to be engrossed to a certain expressed idea; therefore, they are described as the "eyes" or "windows" through which the readers can get the core and key information in the news reports or articles. In other words, the news headlines give a rundown to news content, facilitating the process of reading and enabling the readers to easily choose the information in a very short time when browsing them. Therefore, the designers of newspapers attempt to practice special printing or graphical techniques as decorating newspaper pages and using varied fonts, sizes, colors, and structures to magnetize the readers' attention to distinguished news headlines. To move further, the news headlines are not only a condensed semantic summary of a story or an eye-catching and intruding mean of public media, but they also function as a communicative device that is designed to create that optimal connection between the core of story and the readers' interpretations or analysis (Roohani & Esmaeili, 2010). Dor (2003) had an explicit and general answer to a very fundamental question about the communicative function of the news headlines stating that they are "relevance optimizers" or "textual negotiators" between stories and their readers. Thus, such headlines are identified as that "medium" of mass communication which are capable of providing all essential and critical information for regular readers in order to shape, support or defend, or revise their views (Uppuleti & Ganta, 2015).

### **3. What are the characteristics?**

Despite the fact that the news headlines in newspapers differ from one to another, the formulation of any news headline, from a journalistic perspective,



must match with specific as well as fundamental characteristics as follows: shortness and simplification in which all difficult and awkward structures are simplified as well as all redundant information is deleted because of the limited space available in the newspaper, variedness in which all news headlines should present fresh, novel, and diversified news either in content or appearance (Shi, 2014: 1882), and truthfulness in which the news headlines- as main parts of discourses- must be set to present a specific aspect of truth and reality by filtering unreal information in order not to be misleading, inaccurate, or ambiguous (Metila, 2013).

Other characteristics also include attractiveness, brevity, and clarity (Roohani & Esmaeili, 2010; Shi, 2014; Silaški, 2009). In order to have typical news headlines in terms of functions and characteristics, they need to be reconciled with means of their own lexical, grammatical, and rhetorical styles, i.e., some linguistic structures make them unique and special, yet simultaneously, different from other types of texts. Strauman (cited in Roohani & Esmaeili, 2010) considered the language of news headlines “autonomous” being under the subject of linguistic analysis. Lexically, the most important code to convey both connotative and denotative meaning to the readers is by using simple, short, precise and appropriate words (Ifantidou, 2009). These words, phrases, or short sentences in the news headline should create a bridge between the story and its previously known facts and events in the text as well as between the prior knowledge, expectations and predictions in the readers’ mental cognition (Dor, 2003). In short, writing headlines must follow these **four imperatives**: be correct (in fact and implication); connect to ordinary readers (be easily understood); attract attention (using interesting, active words), and set (or match) tone of the article. Be alert to headlines that have unintended meanings.

### **Some grammatical features**

Headlines in newspapers, in particular, use different grammar rules to everyday English. This is because they are designed to be short and to attract



attention. Regarding the grammatical features of the news headlines, Mårdh (cited in Bazza, 2012) identified some of the following features:

- The omission of articles
- The omission of verbs and auxiliaries
- Nominalizations
- The frequent use of complex noun phrases in subject positions
- The omission of both verbs and subjects
- The use of short words
- The widespread use of puns, word play, and alliteration
- The importance of word order, with the most important items placed first

Saxena (2006) suggested other grammatical features as typical of the news headlines as the following:

- active verbs give meaning and weight to the headlines (while finite verbs forms are very often omitted);
- widely known abbreviations should/ may be used
- attributions of those whose statements or comments are presented in articles should be used in headlines;
- present tense is the most common;
- infinitive is often used instead of future tenses;
- numbers should be written as numerals in order to save space;
- punctuation should be avoided;
- question headlines have to be replaced by direct sentences as questions refer to uncertainty; thus, if the topic is interesting enough, question headlines might be used;

It is clearly noticeable that the news headlines deliberately violate many grammatical rules which make them sound difficult to be understood or translated especially by ESL/EFL students. In addition, the news headlines are also characterized by their distinctive rhetorical forms, i.e., the use of rhyme,



rhythm, and alliteration to make them sound poetic, eye-grabbing, and memorable (Uppuleti & Ganta, 2010). To conclude, the news headlines in the newspapers form a special subgenre of mass media which present high compressed and condensed news set with special linguistic features, contributing to arise many challenges not only to the ESL/EFL students but also to some native speakers.

**The following 8 rules are often the most common in use:**

**1. Use present simple tense for past events**

The present tense is quick and current, and helps emphasise the action happening, rather than its completion.

✓ Parliament confirms new stray dog policy

✓ Lion escapes zoo

If we want to demonstrate the result of an action, or that something was completed, we can use perfect tenses, and for changing events, the present continuous may be used. However, these tenses are often shown by using participles alone.

**2. Leave out auxiliary verbs**

With perfect, progressive and passive structures, auxiliary verbs are not necessary. This makes some headlines appear to be in the past tense, when actually the headlines use past participles, or particles, not the past simple. Similarly, changing events are represented by the present participle on its own.

✓ New policy decided by Parliament (*New policy has been decided by Parliament*)

✓ Lion escapes zoo - ten killed (*ten people have been killed / were killed*)

✓ Four stranded in sudden flood (*four people have been stranded / were stranded*)

✓ Temperatures rising as climate changes (*temperatures are rising*)

**3. Use infinitives for future events**

✓ Parliament to decide new policy tomorrow

✓ President to visit France for further talks



Using the infinitive, a future time is not always necessary to demonstrate the future tense in headlines.

4. Leave out articles (a, an, the)

- ✓ Prime Minister hikes Alps for charity (*The Prime Minister hiked the Alps*)
- ✓ Man releases rabid dog in park (*A man released a rabid dog in a park*)

5. Leave out “to be”

- ✓ Residents unhappy about new road (residents are unhappy)
- ✓ Family of murder victim satisfied with court decision (family of murder victim is satisfied.)

6. Leave out “to say”

- ✓ Mr Jones: “They’re not taking my house!”
- ✓ Bush on Iraqi invasion: “This aggression will not stand.”

Reported speech is usually represented by a colon, or a hyphen, with the subject introduced with ‘on...’. This includes leaving out other verbs such as *comment*, *tell*, *argue*, *announce*, *shout* - unless the act of speaking needs emphasising, for instance to demonstrate a promise or official policy.

- ✓ Warlord decrees “Peace by Spring.”

7. Replace conjunctions with punctuation

- ✓ Police arrest serial killer - close case on abductions
- ✓ Fire in bakery: hundreds dead

As with reporting speech, commas, colons, semi-colons, hyphens and so on can replace all conjunctions, or some joining verbs, to join clauses. Commas may also be used to join nouns (more common in American English).

- ✓ Man kills 5, self

8. Use figures for numbers

- ✓ 9 dead in glue catastrophe
- ✓ 7 days to Christmas - shoppers go mad



## **Vocabulary features**

- Use active, short, action verbs: You may also see different vocabulary in headlines, with less common, but concise, verbs, such as *bid*, *vow* and *spark*.
- There may be some words of same meanings ( synonyms), but they carry distinct connotations, so get the right words.
- Remember to have fun; think of more interesting ways to attract the reader.
- Balance the fun/attractive elements of the headline with accuracy. It must remain accurate.
- Avoid words that could be read as either a noun or a verb.
- Examine connotations, context, unintended meanings.
- Work hard to find the precise verb that summarizes the action.
- There are many additional style issues that certain newspapers use, for instance the capitalisation of every word, or joining conjunctions with commas instead of conjunctions.
- Watch out for ambiguity and the double entendre:

Notes: For heads without verbs, Use creative, attractive hammers:

- Then add drop heads in smaller type that clearly explains heart of story.
- Make the right choice: clear labels vs. vague labels (clear is better).
- Use humor and double meanings effectively.
- Beware the pitfalls of over-simplification

## **Part II - Practice**

**Task 1. Read the following headlines and draw on the rules discussed above.**

1. Australia fires: Strong winds hamper efforts to control flames  
(from <https://www.bbc.com/news/world-australia-50992323>)



2. CES chief defends invite for Ivanka Trump  
(from: <https://www.bbc.com/news/technology-50988743>)
3. Prosecutors raid Ulsan gov't office amid election-meddling scandal  
(from <http://www.koreaherald.com/view.php?ud=20200104000035>)
4. Festivals and sights across Korea  
(from <http://www.koreaherald.com/view.php?ud=20200102000280>)
5. Samsung to introduce fresh concepts of home electronics at CES 2020  
<http://www.koreaherald.com/view.php?ud=20200103000498>
6. Chinese boat seized for alleged illegal fishing  
<http://www.koreaherald.com/view.php?ud=20200104000044>
7. As Tensions With Iran Escalated, Trump Opted for Most Extreme Measure  
(from <https://www.nytimes.com/2020/01/04/us/politics/>)
8. The morning after: What people around the world eat and drink to beat a hangover  
(from <https://edition.cnn.com/travel/article/hangover-food-drink-cures-world/index.html>)
9. Embracing the past, Hanoi restaurant dishes up nostalgic dishes and decor  
(from <https://edition.cnn.com/travel/article/37-nam-trang-food-shop-hanoi-vietnam/index.html>)
10. Viet Nam's piano men to play duet  
(from <https://vietnamnews.vn/sunday/inner-sanctum/570689/viet-nams-piano-men-to-play-duet.html>)

**Task 2. Translate these above news headlines in task 1 into Vietnamese.**

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**Task 3. Translate the following Vietnamese news headlines into English.**

1. Bệnh viện Trung ương Quân đội 108 phẫu thuật nhân đạo cho trẻ em nghèo tỉnh Nghệ An

(from <http://www.benhvien108.vn/benh-vien-twqd-108-phau-thuat-nhan-dao-cho-tre-em-ngheo-tinh-nghe-an.htm>)



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2. Giá vàng hôm nay 5.1: Tăng phi mã, chốt một tuần kỷ lục của giá vàng  
(from <https://laodong.vn/tien-te-dau-tu/gia-vang-hom-nay-51-tang-phi-ma-chot-mot-tuan-ky-luc-cua-gia-vang-776465.ldo>)  
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3. Những khoảnh khắc chạm tới trái tim hàng vạn người trong năm 2019  
(from <https://laodong.vn/photo/nhung-khoanh-khac-cham-toi-trai-tim-hang-van-nguoi-trong-nam-2019-774365.ldo>)  
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4. Hà Nội: Đất xây trường bị chiếm dụng, học sinh phải học ở đình làng  
(from <https://laodong.vn/ban-doc/ha-noi-dat-xay-truong-bi-chiem-dung-hoc-sinh-phai-hoc-o-dinh-lang-776255.ldo>)  
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5. Hơn 600 trường hợp vi phạm nồng độ cồn sau 2 ngày ra quân  
(from <https://www.nguoiduatin.vn/hon-600-truong-hop-vi-pham-nong-do-con-sau-2-ngay-ra-quan-a461902.html>)  
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**Task 4. Translate this news into Vietnamese**  
**Nobel Prize-winning scientist Frances Arnold retracts paper**  
*American scientist Frances Arnold, who won the Nobel Prize for chemistry, has retracted her latest paper.*



Ms Arnold shared the prestigious award in 2018 with George P Smith and Gregory Winter for their research on enzymes.

A subsequent paper on enzymatic synthesis of beta-lactams was published in the journal Science in May 2019.

It has been retracted because the results were not reproducible, and the authors found data missing from a lab notebook.

Reproduction is an essential part of validating scientific experiments. If an experiment is a success, one would expect to get the same results every time it was conducted.

Ms Arnold came forward with the news herself on Twitter on 2 January.

"For my first work-related tweet of 2020, I am totally bummed to announce that we have retracted last year's paper on enzymatic synthesis of beta-lactams. The work has not been reproducible," she tweeted.

"It is painful to admit, but important to do so. I apologize to all. I was a bit busy when this was submitted, and did not do my job well."

That same day, Science published a note outlining why it would be retracting the paper, which Ms Arnold co-authored with Inha Cho and Zhi-Jun Jia.

"Efforts to reproduce the work showed that the enzymes do not catalyze the reactions with the activities and selectivities claimed. Careful examination of the first author's lab notebook then revealed missing contemporaneous entries and raw data for key experiments. The authors are therefore retracting the paper."

The announcement is the latest example of the "reproducibility crisis" facing the sciences.

In October 2018, the journal Nature wrote online that there was "growing alarm about results that cannot be reproduced".

An earlier survey conducted by the journal found that more than two-thirds of researchers had tried and failed to reproduce another scientist's experiments.



Reaction to Ms Arnold's tweets was mostly positive, however, as her colleagues commended her honesty.

"Can I please express my respect for you bringing this to everyone's attention. This shows that anyone can make an honest mistake and acting to correct that is the best response. Thank you," wrote Dominique Hoogland, a researcher at King's College London.

Ms Arnold is a widely respected chemical engineer, whose work pioneering "directed evolution" won her the €1m (£0.8m) Millennium Technology Prize in 2016.

She is also on the board of directors for Google's parent company Alphabet

*(from <https://www.bbc.com/news/world-us-canada-50989423>)*

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## Siết chặt quản lý gian lận xuất xứ hàng hóa

**Chính phủ vừa ban hành Nghị quyết về một số biện pháp cấp bách nhằm tăng cường quản lý nhà nước về phòng chống gian lận xuất xứ, chuyển tải hàng hóa bất hợp pháp.**

Theo đó, Chính phủ giao Bộ Công Thương sửa đổi quy định xử phạt theo hướng tăng mức xử phạt đối với các hành vi gian lận xuất xứ, giả mạo nhãn



hàng hóa. Tăng cường thanh tra, kiểm tra, giám sát các tổ chức cấp C/O theo quy định.

Chính phủ giao Bộ Tài Chính chỉ đạo Tổng cục Hải quan theo dõi số liệu xuất khẩu, nhập khẩu hàng hóa; siết chặt công tác kiểm tra xuất xứ từ khâu tiếp nhận hồ sơ đến khâu kiểm tra sau thông quan.

Đối với Bộ Khoa học và Công nghệ, Chính phủ yêu cầu tăng cường công tác thanh tra, kiểm tra đối với việc ghi nhãn hàng hóa lưu thông tại thị trường trong nước để kịp thời phát hiện các hành vi ghi nhãn hàng hóa không đúng quy định.

Chính phủ yêu cầu Phòng Thương mại và Công nghiệp Việt Nam tăng cường công tác kiểm tra xuất xứ hàng hóa và hàng hóa xuất khẩu chuyển từ Việt Nam đi các nước để thực hiện việc cấp giấy chứng nhận xuất xứ hàng hóa theo đúng quy định.

Trong Nghị quyết, Chính phủ yêu cầu Bộ Công an kiểm tra, xác minh kịp thời các mặt hàng, vụ việc có dấu hiệu gian lận xuất xứ, xử lý nghiêm các vụ việc vi phạm về gian lận xuất xứ.

*( from <https://doanh nghiệpv n. vn/972/ ch in h- sach> )*

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**Task 6. Translate this news into English**

**Xuất khẩu thủy sản về đích 8,6 tỷ USD**

*Theo Hiệp hội Chế biến và Xuất khẩu thủy sản Việt Nam, kết thúc năm 2019, xuất khẩu thủy sản của cả nước đạt trên 8,6 tỷ USD, giảm 2,3% so với năm trước.*

Trong nhóm các sản phẩm chủ lực, chỉ có cá ngừ duy trì tăng trưởng dương gần 12%, các mặt hàng khác đều giảm. Theo các chuyên gia, dù **xuất khẩu** thủy sản sang hai thị trường lớn là Mỹ và EU gặp nhiều khó khăn khi bị đánh thuế chống bán phá giá hay thuế vàng.

Tuy nhiên, xuất khẩu sang Trung Quốc đã tăng trưởng trở lại và **thị trường** Nhật Bản cũng vẫn duy trì tốc độ tăng trưởng ổn định. Mục tiêu năm 2020, xuất khẩu thủy sản sẽ tăng trưởng trở lại và có thể đạt đến 9,5 tỷ USD, tăng khoảng 9% so với năm 2019.

( from <https://doanhnghiepvn.vn/kinh-te/xuat-khau-thuy-san-ve-dich-8-6-ty-usd/20200103125010296>)

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## **MODULE 4:**

### **TRANSLATION OF COLLOCATIONS IN ENGLISH**

#### **Part I - Theory**

##### **1. Definition of Collocation**

Collocation is the relationship between two words or groups of words that often go together and form a common expression. If the expression is heard often, the words become glued together in our minds. Heavy rain and strong wind are examples of collocated pairs of words.

When words are used together regularly, rules are formed about their use not for grammatical reasons. Ladies and gentleman appears in that order because of collocation. They are always in that order and to put them the other way around seems wrong. For the same reason we make a mess and we do a test. The reason for using these verbs with these is that we always do, this is collocation.

Some famous linguists stated about collocations as:

- M. L. Larson (1984) stated that “Collocations are words joined together in phrases or sentences to form semantically unified expressions” (p.144).
- E. A. Nida (1982) defined collocation as “a structured combination of words with COMPATIBLE semantic components” (198).
- M. Baker (1997) defined collocation as “... semantically arbitrary restrictions which do not follow logically from the propositional meaning of word” (p.47).
- “Collocation is the way in which some words are often used together, or a particular combination of words used in this way: ‘Commit a crime’ is a typical collocation in English” (Longman Dictionary of Contemporary English, 2005, p. 294).



## 2. Types of Collocation

The translation of collocations can be discussed through the discussion of their commonest types in English. In principle, fixed expressions of all types also come under the general umbrella of collocations. According to Benson (1985), there are several types of collocations. However, the concentration is on the most important types only, which are extremely recurrent and interest the most. The classification of these types is purely grammatical, depending on the grammatical groupings of word classes. The adoption of grammatical description makes the structure of collocation easier to follow, understand and easy to translate.

### 1. *Adverb + Adjective*

- Invading that country was an **utterly stupid** thing to do.
- We entered a **richly decorated** room.
- Are you **fully aware** of the implications of your action?

### 2. *Adjective + Noun*

- The doctor ordered him to take **regular exercise**.
- The Titanic sank on its **maiden voyage**.
- He was writhing on the ground in **excruciating pain**.

### 3. *Noun + Noun*

- Let's give Mr Jones a **round of applause**.
- The **ceasefire agreement** came into effect at 11 am.
- I'd like to buy two **bars of soap** please.

### 4. *Noun + Verb*

- The **lion started to roar** when it heard the **dog barking**.
- **Snow was falling** as our **plane took off**.
- The **bomb went off** when he started the car engine.

### 5. *Verb + Noun*

- The prisoner was hanged for **committing murder**.



- I always try to **do my homework** in the morning, after **making my bed**.
- He has been asked to **give a presentation** about his work.

#### **6. Verb + Expression with preposition**

- We had to return home because we **had run out of money**.
- At first her eyes **filled with horror**, and then she **burst into tears**.
- Their behaviour was enough to **drive anybody to crime**.

#### **7. Verb + Adverb**

- She **placed** her keys **gently** on the table and sat down.
- Mary **whispered softly** in John's ear.
- I **vaguely remember** that it was growing dark when we left.

### **3. Translation of Collocations in English**

Here are the strategies of translating collocation that are proposed by M. L. Larson (1984) and M. Baker (1997):

#### **• M. L. Larson**

Collocation in lexical items have been looked at from the point of view of the meaning components of which a given word is composed. The most part, this meaning is discovered by contrasting one lexical item with another in a system. However, most words have more than one sense. Words may have several meanings and these meanings are often called primary meaning or primary sense, and secondary meaning, or secondary sense. The primary sense is the meaning suggested by the word when it is used alone. It is the first meaning that a word will suggest to most people when the word is said in isolation. But the same word may have a different meaning when used in context with other words. This meaning is called secondary meaning or secondary sense.

Larson (1984:102-103) proposed some strategies in analyzing meanings in collocation, in the following:

- a. Collecting data.
- b. Sort the collocates into the generic classes.



c. Regroup the contexts according to the collocates which belong to the same generic classes.

d. List and label the senses of the word.

According to him, the secondary meaning is signaled by the context in which the word occurs. It is very important that the context be built into the translation since a secondary sense will almost always need to be translated by a different word than the word that refers the primary sense. For example, word “dress” in “I dressed myself” can be restated “I put my clothes on”, and “I dressed the wound” can be restated “I put medicine on and bandaged the wound”.

### • M. Baker

Baker sees that the way in which an idiom or a fixed expression can be translated into another language depends on many factors. It is not only a question of whether an idiom with a similar meaning is available the target language. Other factors include the appropriateness or inappropriateness of using idiomatic language in a given register in the target language. The acceptability non-acceptability of using any of the strategies described will depend on the context in which a given idiom is translated.

Baker (1997: 71-78) proposed some strategies in translating idioms as the following:

a. **Using an idiom of similar meaning and form:** This strategy involves using an idiom in the target language which conveys roughly the same meaning as that of the source-language idiom and, in addition, consists of equivalent lexical items. This kind of match can only occasionally be achieved.

b. **Using an idiom of similar meaning but dissimilar form:** It is often possible to find an idiom or fixed expression in the target language which has a meaning similar to that of the source idiom or expression, but which consists of different lexical items.

c. **Translation by paraphrase:** This is by far the most common way of translating idioms when a match cannot be found in the target language or



when it seems inappropriate to use idiomatic language in the target text because of differences in stylistic preferences of the source and target languages.

d. **Translation by omission:** As with single words, an idiom may sometimes be omitted altogether in the target text. This may be because it has no close match in the target language, its meaning cannot be easily paraphrased, or for stylistic reasons.

**Part II - Practice**

**Task 1. Find Vietnamese equivalents for the following hyphenated words**

able-bodied		brother-in-law	
clean-cut		co-op	
empty-handed		follow-up	
free-for-all		fund-raiser	
hanky-panky		ho-hum	
in-depth		in-line skate	
jet-propelled		know-how	
life-size		mother-in-law	
not-for-profit		one-sided	
pitch-black		play-off	

**Task 2. Collocation Usage**

Use the three symbols to describe the collocational patterning in the tables below.

- Y = common/ acceptable collocations
- N= unlikely/ unacceptable collocations
- ? = questionable/may be accepted in some special contexts



Table 1

	chuyên thăm	nhiệm vụ	dự án	kế hoạch	giấc mơ
thực hiện					
tiến hành					
hoàn thành					
thực thi					
triển khai					

Table 2

	a visit	a duty	a project	a plan	a dream
implement					
realize					
fulfill					
complete					
carry out					
perform					

**Task 3. Match a verb in column A with an adverb in column B, then compare them with the equivalent collocations in Vietnamese. Sometimes there is more than one possibility.**

A	B
a. rain (eg: 2, 4): heavily b. breathe c. fight	1. peacefully 2. violently 3. forcefully, convincingly



d. explain	4. heavily
e. die	5. longingly, enviously
f. look	6. clearly, concisely
g. argue	7. courageously
h. react	8. deeply
i. behave	9. thoroughly
j. sleep	10. gently
k. whisper	11. deeply, soundly
l. stroke	12. badly, correctly, erratically
m. investigate	13. softly
n. listen	14. steadily
o. consider	15. carefully
p. progress	16. attentively

**Task 4. Translate the following sentences from English into Vietnamese**

**a.** In the human history, science has been seen as having a mission to liberate people from ignorance and supersitition, to lessen human misery, and to increae human understanding of the world.

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**b.** The forerunner of modern computer goes back some 5000 years to the first calculatig machine inveted by the Chinese - the abacus. Until the 17<sup>th</sup> century, Europe had nothing to rival the abacus for speed and accuracy of calculation.



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c. Robot machines are replacing assembly line workers in manufacturing. They have already done so in the Fiat car factory in Italy and the Nissan car plant in Japan. By 1980, 50 robots were in use in Australia by companies such as General Motors, Ford, Nissan and Simpson Pope.

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d. With the mechanization of some work processes, the new factories initially resulted in large-scale structural unemployment. Previously, much sought-after, skilled, “cottage - industry” artisans suddenly found themselves redundant and de-skilled by the new technology.

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e. Canvassing means local party workers go from door to door and ask people how they intend to vote. In this way, candidates can know people’s voting intentions and attitudes so that they can adapt their campaign tactics. Party workers also revisit those who have promised to support their party and urge them to do so on polling day.

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**Task 5. Translate the following text from Vietnamese into English**

Trích từ bài

“Thủ tướng Nguyễn Tấn Dũng phát biểu khai mạc Đối thoại Shangri-La 2013”

**a.** Thưa Quý vị và các bạn,

Ngôn ngữ và cách thể hiện dù có khác nhau, nhưng chắc chúng ta đều đồng ý với nhau: nếu không có lòng tin thì không thể thành công, việc càng khó càng cần có niềm tin. Việt Nam chúng tôi có câu thành ngữ “mất lòng tin là mất tất cả”. Lòng tin là khởi nguồn của mọi quan hệ hữu nghị, hợp tác; là liều thuốc hiệu nghiệm để ngăn ngừa những toan tính có thể gây ra nguy cơ xung đột. Lòng tin cần được nâng niu, vun đắp không ngừng bằng những hành động cụ thể, nhất quán, phù hợp với chuẩn mực chung và với thái độ chân thành.

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**b.** Trong thế kỷ 20, Đông Nam Á nói riêng và Châu Á - Thái Bình Dương nói chung vốn là chiến trường ác liệt, bị chia rẽ sâu sắc trong nhiều thập kỷ. Có thể nói cả khu vực này luôn cháy bỏng khát vọng hòa bình. Muốn có hòa bình, phát triển, thịnh vượng thì phải tăng cường xây dựng và củng cố lòng tin chiến lược. Nói cách khác, chúng ta cần cùng nhau chung tay xây dựng lòng tin chiến lược vì hòa bình, hợp tác, thịnh vượng của Châu Á - Thái Bình Dương. Đó cũng là chủ đề mà tôi muốn chia sẻ với quý vị và các bạn tại diễn đàn hôm nay.

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**c.** Trước hết, Việt Nam chúng tôi có niềm tin sâu sắc vào tương lai tươi sáng trong hợp tác phát triển của khu vực, nhưng với xu thế tăng cường cạnh tranh và can dự - nhất là từ các nước lớn, thì bên cạnh những mặt tích cực cũng tiềm ẩn những rủi ro tiêu cực mà chúng ta cần phải cùng nhau chủ động ngăn ngừa.

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**d.** Khu vực Châu Á - Thái Bình Dương đang phát triển năng động và là nơi tập trung ba nền kinh tế lớn nhất thế giới và nhiều nền kinh tế mới nổi. Xu thế hợp tác, liên kết đa tầng nấc, đa lĩnh vực đang diễn ra hết sức sôi động và ngày càng thể hiện là xu thế chủ đạo. Điều này là cơ hội hết sức lạc quan cho tất cả chúng ta.

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**e.** Tuy nhiên, nhìn lại bức tranh toàn cảnh khu vực trong những năm qua, chúng ta cũng không khỏi quan ngại trước những nguy cơ và thách thức ngày càng lớn đối với hòa bình và an ninh.

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## MODULE 5:

### LANGUAGE AMBIGUITY IN TRANSLATION

#### Part I - What does Language Ambiguity mean?

Translation ambiguity occurs when a word in one language can be translated in more than one way into another language. This cross-language phenomenon comes from several sources of within-language ambiguity including lexical ambiguity, polysemy, and near-synonymy. We review the existing research on translation ambiguity, including its consequences for vocabulary learning, for lexical processing (e.g., translation performance), and for meaning representation. When possible, we discuss how the impact of translation ambiguity is affected by or interacts with the source of the ambiguity (i.e., near-synonymy vs. lexical ambiguity) and L2 proficiency level. (Natasha Tokowicz & Tamar Degani: Translation Ambiguity)

Something is ambiguous when it can be understood in two or more possible senses or ways. If the ambiguity is in a single word it is called **lexical ambiguity**. In a sentence or clause, it is **structural ambiguity**.

Examples of lexical ambiguity are everywhere. In fact, almost any word has more than one meaning. "Note" = "A musical tone" or "A short written record." "Lie" = "Statement that you know it is not true" or "present tense of lay: to be or put yourself in a flat position." Also we can take the word "ambiguity" itself. It can mean an indecision as to what you mean, an intention to mean several things, a probability that one or other or both of two things has been meant, and the fact that a statement has several meanings. Ambiguity tends to increase with frequency of usage.

Some examples of structural ambiguity: "John enjoys painting his models nude." Who is nude? "Visiting relatives can be so boring." Who is doing the visiting? "Mary had a little lamb." With mint sauce?



Except for these two ways of classification, language ambiguity can also be classified as follow:

- **Polysemy** (or polysemia) is a compound noun for a basic linguistic feature. The name comes from Greek poly (many) and semy (to do with meaning, as in semantics). Polysemy is also called radiation or multiplication. This happens when a word acquires a wider range of meanings. For example, "paper" comes from Greek papyrus. Originally it referred to writing material made from the papyrus reeds of the Nile, later to other writing materials, and now it refers to things such as government documents, scientific reports, family archives or newspapers.

There is a category, called "complementary polysemy" wherein a single verb has multiple senses, which are related to one another in some predictable way. An example is "bake," which can be interpreted as a change-of-state verb or as a creation verb in different circumstances. "John baked the potato." (change-of-state) "John baked a cake."

- **Denotation, Connotation, Implication.**

- **Denotation:** This is the central meaning of a word, as far as it can be described in a dictionary. It is therefore sometimes known as the **cognitive** or **referential** meaning. It is possible to think of lexical items that have a more or less fixed denotation ("sun," denoting the nearest star) but this is rare. Most are subject to change over time. The denotation of "silly" today is not what it was in the 16th century. At that time the word meant "happy" or "innocent."

- **Connotation:** Connotation refers to the psychological or cultural aspects; the personal or emotional associations aroused by words. When these associations are wide-spread and become established by common usage, a new denotation is recorded in dictionaries. A possible example of such a change is the word vicious. Originally derived from vice, it meant "extremely wicked." In modern British usage, however, it is commonly used to mean "fierce," as in the brown rat is a vicious animal.

- **Implication:** What the speech intends to mean but does not communicate directly. The listener can deduce or infer the intended meaning



from what has been uttered. For example, we may hear "A bus!" and we know that the implicit meaning is "We must run."

• **Tropes: Metaphor, Metonym, Allegory, Homonym, Homophone, Homograph...**

These are only a few of the language figures or "tropes," providing concepts useful to understanding ambiguity in language.

○ **Metaphor:** This refers to the non-literal meaning of a word, a clause or sentence. Metaphors are very common; in fact all abstract vocabulary is metaphorical. A metaphor compares things. (Examples: "blanket of stars"; "out of the blue"). A metaphor established by usage and convention becomes a **symbol**. Thus crown suggests the power of the state, press = the print news media and chair = the control (or controller) of a meeting.

○ **Metonym:** A word used in place of another word or expression to convey the same meaning. (Example: the use of brass to refer to military officers)

○ **Allegory:** The expression by means of symbolic fictional figures and actions of truths or generalizations about human existence; an instance (as in a story or painting) of such expression. "Moby Dick" by Herman Melville is a clear example of allegory; where the great white whale is more than a very large, aquatic mammal; it becomes a symbol for eternity, evil, dread, mortality, and even death, something so great and powerful that we humans cannot even agree on what it might mean.

○ **Homonym:** When different words are pronounced, and possibly spelled, the same way (examples: to, too, two; or bat the animal, bat the stick, and bat as in the bat the eyelashes)

○ **Homophone:** Where the pronunciation is the same (or close, allowing for such phonological variation as comes from accent) but standard spelling differs, as in flew (from fly), flu ("influenza") and flue (of a chimney).

○ **Homograph:** When different words are spelled identically, and possibly pronounced the same (examples: lead the metal and lead, what leaders do) (6)



## Part II - Practice

### Task 1. Define the ambiguity in these sentences.

a. The chicken is ready to eat..

b. Each of us saw her duck.

c. The passerby helps dog bite victim.

d. You can't change the people around you, but you can change the people around you.

e. Tuấn về làng hỏi vợ.

f. “Mẹ ơi con muốn lấy chồng - Con ơi mẹ cũng một lòng như con”

g. “Mình về mình có nhớ ta - Mười lăm năm ấy thiết tha mặn nồng  
Mình về mình có nhớ không - Nhìn cây nhớ núi, nhìn sông nhớ nguồn?”

### Task 2. Translate the text below from Vietnamese into English

#### Chìa khóa thành công của trường tiểu học hàng đầu nước Anh

a. Trường tiểu học Temple Grafton CofE đứng đầu bảng xếp hạng 1.000 trường tiểu học tốt nhất nước Anh dựa trên kết quả SAT Key Stage 2 (kỳ thi đánh giá học lực đối với học sinh 11 tuổi) được Bộ Giáo dục Anh công bố ngày 15/12. Trả lời The Telegraph ngày 16/12, Hiệu trưởng Sarah Hendry cho biết không khí gia đình trong lớp học là một trong những chìa khóa dẫn đến thành công. "Tất cả thành viên trong trường đều ý thức mạnh mẽ về giá trị gia đình, điều này ảnh hưởng từ phụ huynh, học sinh đến giáo viên", Hendry nói.



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**b.** Tọa lạc ở ngôi làng Warwickshire đẹp như tranh vẽ (Alcester, Anh), trường là ngôi nhà chung của 111 học sinh, một số lượng khá ít so với con số trung bình vượt quá 200 của các trường tiểu học xứ sở sương mù. Năm ngoái, học sinh lớp 6 chỉ có 13 người, các em được gộp chung với học sinh lớp 5 thành 30 người, chỉ nhỉnh hơn một chút so với quy mô lớp học bình thường.

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**c.** Quy mô không quan trọng đối với việc xếp hạng, bởi kết quả cá nhân có tác động lớn hơn khi đánh giá tiêu chuẩn chung của một trường. Nhưng số lượng học sinh ít đã không hề làm giảm thành tựu của học sinh tại Temple Grafton. 100% học sinh 11 tuổi ở Temple Grafton đạt kết quả trên mức chuẩn



trung bình trong kỳ thi SAT, 46% đạt mức điểm cao. Trong khi đó, chỉ 53% trẻ em trên toàn quốc đạt chuẩn trung bình cho năng lực Đọc, Viết và Toán trong kỳ thi này. Tỷ lệ đạt điểm cao chỉ 5%.

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d. Bà Hendry cho biết thứ đầu tiên và quan trọng nhất nhà trường cung cấp cho học sinh chính là lòng tin, nhờ đó các em có tình yêu thực sự đối với việc học tập. Bà cũng nhắc đến những thử thách mà chương trình giảng dạy đặt ra cho cả học sinh và giáo viên. Do vậy, trường cố gắng cân bằng chương trình bằng cách xen kẽ các hoạt động ngoại khóa như hợp ca và kịch nghệ. Câu lạc bộ kịch của Temple Grafton được quản lý bởi một trợ giảng, hoạt động rất thành công nên đã tăng thời gian từ một lên hai buổi tối mỗi tuần.

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e. "Chúng tôi đề cao sáng tạo nghệ thuật và các hoạt động ngoài trời. Đó là sự cân bằng để chuẩn bị tinh thần học tập tốt nhất cho các em. Chúng tôi đảm bảo rằng bọn trẻ sẽ trở thành những người có khả năng tự học, biết tự nghĩ cho bản thân", Fendry nói. Chính vì tin tưởng vào khả năng của trẻ, trường tạo cơ hội cho các em làm việc trong những dự án độc lập, có quyền lựa chọn cách học.

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**Task 3. Translate the text below from English into Vietnamese**

**President Obama Expects Immigration Bill In April**

a. President Obama expects an immigration bill to come before the Senate next month and voiced optimism that a final bill could pass through Congress this summer. A bipartisan group of senators, known as the "Gang of Eight," missed a self-imposed deadline to submit a comprehensive immigration reform bill by the end of March, sparking concern that the group had reach an unsolvable impasse. But Obama said on Wednesday that the group is "actually making progress" and that they are very close to reaching a final agreement on a bill.

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b. "I'm actually optimistic that when they get back they will introduce a bill," Obama said during an interview with Univision. "My sense is that they have come close and my expectation is that we'll actually see a bill on the floor of the Senate next month."

The president has repeatedly said that he would propose his own immigration bill should negotiations in Congress grind to a halt. But Obama refused to say that he would take such action even if the lawmakers fail to introduce a bill in April.

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c. "I'm not going to presuppose that they don't [reach an agreement]," he said.

When Obama was asked if immigration reform could still get done by summer, a goal he set out earlier this year, the president replied, "I believe so."

Comprehensive immigration reform is one of Obama's top second-term priorities, and it's a rare issue where agreement between Republicans and Democrats in Washington has emerged since the November election.



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**d.** The president has long faced pressure from Latino groups to act, especially since seven in ten Latino voters backed his reelection bid. Republican decision-makers certainly believe that cooperating on an immigration bill could help them make inroads among Latino voters, who have largely abandoned the party during the past eight years.

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**e.** But some of the specific details of the bill have proven tough to iron out, like a new visa program to bring in low-skilled immigrant workers. One area where Obama says there is broad agreement is border security. The president said it's important for an immigration overhaul to ensure that employers cannot hire undocumented immigrants. He also said it must tighten security at the U.S.'s southern border, but added that tremendous progress has already been made.



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## **MODULE 6:**

### **TRANSLATION OF LEGAL DOCUMENTS**

#### **Part I - An Overview**

Legal parlance if it needs translation, needs the services of an expert that is highly knowledgeable in legal terms and practices. Translating legal documents needs accurate and correct translation and is one of the most difficult among all translation work. There are many things that need legal translation, including birth certificates, application letters, technical patent confirmation, deposition records, financial statement, evidence documents, litigation materials and business contracts. Translators should not only possess general knowledge of legal terminology, they should also be well versed in statutory requirements and the legal intricacies of foreign cultural and legal systems.

#### **1. The Process of Translation with Legal Documents**

Translation per se is already a complex process that involves so many specific skills. However, translating legal documents is more exacting, as the ramifications of even the slightest of mistakes will involve a complex legal process, notwithstanding the financial costs, for it to be reversed.

There are some things to keep in mind when doing legal translation. The source text is structured to follow the legal system that conforms to its own legal language and culture. The target text on the other hand will be read by another person that is familiar with another language and legal system.

There should be clearly defined duties and rights for all organizations and individuals concerned when creating the translation. It should ensure that these are delivered precisely in the source and target texts. Likewise it should be remembered that the linguistic structures of the source language might not have direct equivalents in the target language, thus it is the responsibility of the translator to find a suitable language structure that is similar to the source text.



## **2. Legal Issues with Translation of Legal Documents**

Legal translation carries strict deadlines, because when the translated documents are needed particularly in court, a delay might render the document null and void. Confidentiality is an issue because almost all legal documents contain sensitive data.

Lawyers constantly face the contrasting world of the real legal life and the ideal look of the law, which is actually an assortment of numerous precedents that are still subject to general interpretation, and not by permanent statutes.

Lawyers, when dealing with international legal problems have to deal with words that should be accurately written, which depend on good sentence structure, syntax and word selection. That is the reason why legal translators should have the necessary experience and knowledge of legal terminologies of both the source and target languages. An international lawyer will depend on the expertise of a translator to have foreign documents translated into his own language.

## **3. More Difficult Form of Translation**

Translating legal documents in foreign languages are considered more difficult than other technical translations. The legal terminology is what makes it difficult because each country has its own legal terminology as well as legal system. More often than not, this is also different from another country even if the language they speak is identical.

## **4. Translator Requirements**

A legal translator must have the competencies in three areas: competency in the target language's particular writing style, familiarity with the pertinent terminology and general knowledge of the legal systems of the source and target languages. There is no room for word for word translation when translating legal documents.

Due to this, the professional translator of legal documents must be part detective, legal scholar and linguist with the amount of research work that needs to be done to be able to decode the source and write its actual meaning



that will never, in any circumstances, deviate from the originate content, even if an exact translation is not possible.

Likewise, the translator must understand where the translation is to be used as this will affect the approach when translating the document. It definitely affects several parameters, including tone or register, syntax, phraseology and terminology. When the source text is not well written, it is also the job of the translator to decide whether to translate it into something vague as the original or make it meaningful, which could be the case but was hampered by poor writing.

Legal document translation is such a demanding task. It requires professional legal translators that have the right academic background, and are backed by years of legal translation expertise.

**Further discussion on English for Legal Documents: Appendix**

**Part II - Practice**

**Task 1. Translate the following sentences into Vietnamese.**

1. "I return here with the stipulation to dismiss the above case; the same being duly executed by me."

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2. "I enclose the document to dismiss the case which has been signed by me."

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3. Theo Bộ luật Tố tụng Hình sự 2003, bị can là người đã bị khởi tố về hình sự, còn bị cáo là người đã bị Tòa án quyết định đưa ra xét xử. Khái niệm bị can, bị cáo theo quy định tại Bộ luật Tố tụng Hình sự năm 2015 có hiệu lực từ ngày 01/01/2018 rộng hơn so với quy định tại Bộ luật Tố tụng Hình sự năm 2003. Theo đó, bị can là người hoặc pháp nhân bị khởi tố hình sự, bị cáo là người hoặc pháp nhân đã bị Tòa án quyết định đưa ra xét xử.



[illegible]

(The following was extracted from an Call Center solutions agreement between PNG Telecommunications, Inc. d/b/a Powernet ("Powernet"), an Ohio corporation with principal place of business located at 8805 Governor's Hill Drive, Suite 250, Cincinnati, Ohio 45249 and Customer.)

[illegible]







unforeseen. Acts and events deemed to be Force Majeure Events include but are not limited to: act of God, fire, flood, labor strike, sabotage, fiber cut, material shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefore, war or civil disorder, earthquake, hurricane, tornado or terrorist act. The Party claiming relief under this Section shall notify the other in writing of the existence of the Force Majeure Event and shall be excused on a day-by-day basis to the extent of such prevention, restriction or interference until the cessation of such Force Majeure Event. In the event Powernet is unable to deliver Service as a result of a Force Majeure Event, Customer shall not be obligated to pay Powernet for the affected Service for so long as Powernet is unable to deliver.



**Task 3. Translate this contract into Vietnamese**

**PHU MY 2 POWER FERTILIZER PROJECT**

Other legal documents of the Socialist Republic of Vietnam ("Vietnam") amended and published to the date of signing of this Build-Operate-Transfer Contract (this "BOT Contract");

Decision No..... of the Prime Minister dated ... [To be updated as needed]

hereby sign this BOT Contract on the following terms:

Article 1: Definition and Interpretation

...

Article 25: General

25.1 Language

This BOT Contract is written in Vietnamese and English in five copies in each language. One copy of each language text shall be retained by each Party and one copy of each language text shall be submitted to the MPI and one shall be deposited with the BOT Company. The two language texts shall have equal validity, but if there is any discrepancy between the two texts, the English text shall prevail. English shall be the working language of the BOT Company.

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25.13 Effectiveness

This BOT Contract, which includes all Appendices, shall come into force upon execution.

25.14 Amendment

Amendments to this BOT Contract must be made by a written agreement with true, complete and accurate official versions thereof in both English and Vietnamese signed by each of the Parties and submitted to the MPI for approval. Such amendments shall become effective upon the approval of the MPI.

This BOT Contract is signed by the authorised representatives of the Parties in Hanoi on [....1997].

The Ministry of Industry	Sponsor	the BOT Company
for and on behalf of the Government		
of the Socialist Republic of Vietnam		

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Minister	Chairman	General Director
Investment License No.....	having been issued to the Sponsor	in terms
satisfactory to the Parties	the BOT Company	[...name and address etc...]
now	hereby agrees to be bound,	and entitled to the rights conveyed,
by the terms of this	BOT Contract.	







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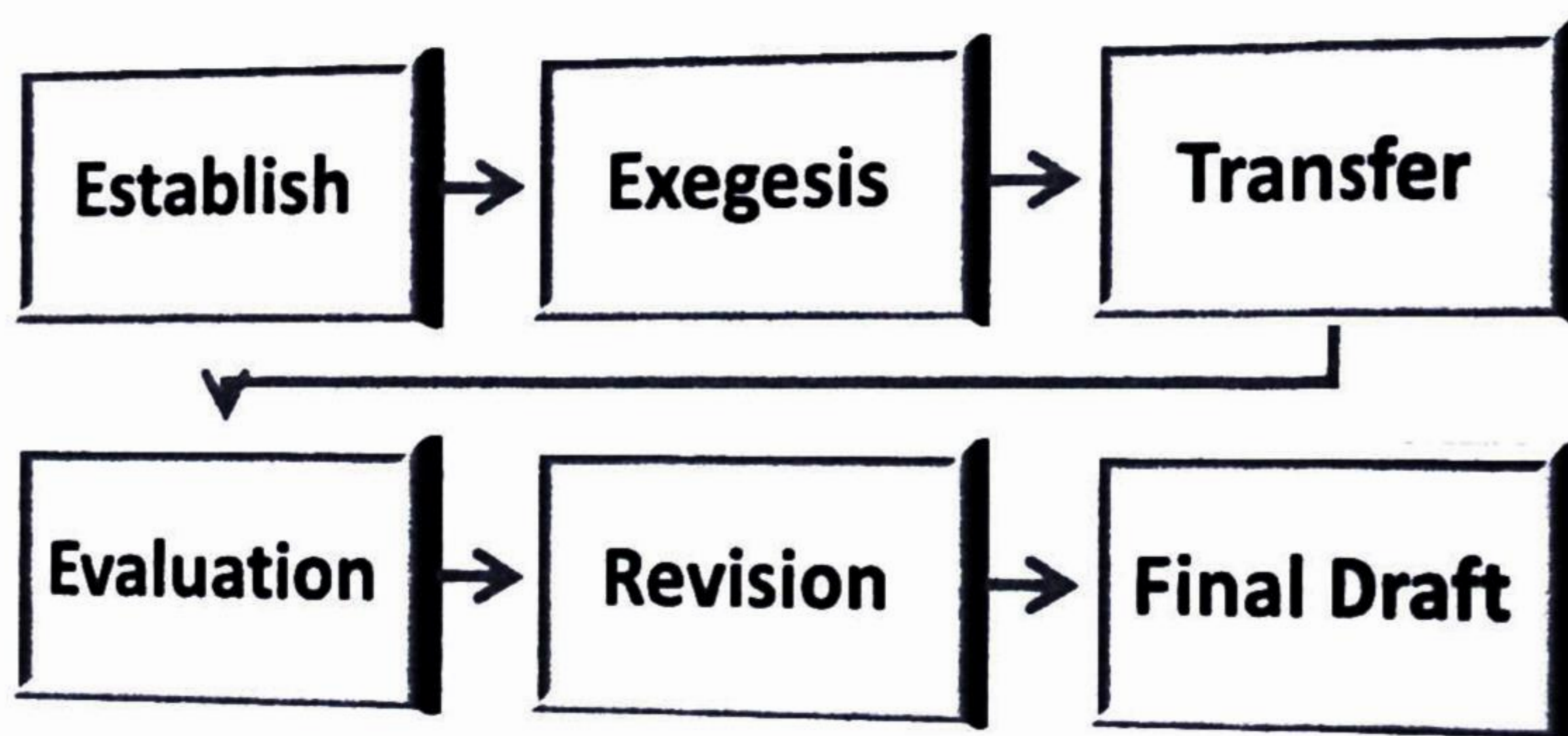
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## **MODULE 7:**

### **STAGES OF A TRANSLATION PROJECT**

#### **Part I - Stages of a Translation Project**



The act of translation is practised under various status and in different environments. And before beginning any actual translation, it is better for the translator to have in mind the total translation project, and what would be involved in the production of a good translation. This writing is to elaborate the stages of a translation project in more details.

#### **1. Establishing the project**

A project of translation should be understood by all who will be involved that it can be summarized with four T's: the text, the target, the team and the tools.

The **text** refers to the source language document which is to be translated. The desirability of translating a particular text must be determined. Texts are chosen to be translated for various reasons. Most often it is to communicate certain information to people speaking another language, or it



may be to share the enjoyment of the source text. The translator should examine his reasons for choosing the text and the potential for its use by the receptor language audience.

The **target** refers to the audience. For whom is the translation prepared? The form of translation will be affected by questions of dialect, educational level, age level, bilingualism, and people's attitudes towards their languages. Will it be used in school, in business, or read orally in a meeting or at home?

The **team** refers to the people who will be involved in the project. If a person is a competent speaker of both the source language and the receptor language, it may be that the project can be done completely by one person. But even so there should be other available for evaluation and consultation. Most translation projects require a team, a number of people who are going to contribute to the translation at some stage in the project. The working relationship between these people needs to be established before the project gets underway. It may, however, also change as the project moves along and new factors come into focus.

**Tools** refer to the written source materials which will be used by the translators as helps. These include, in addition to the document to be translated, any dictionaries, lexicons, grammars, cultural descriptions. etc.. .. of both the source language and receptor language which are available. The team will want as much information available as possible while translating. All of these tools should be brought to the translation site in preparation for the project.

## 2. Exegesis

Exegesis is used to refer to a critical explanation or interpretation of a text, or the process of discovering the meaning of the source language text which is to be translated. It is the step which includes the preparation and analysis which must be done before anything at all can be written in the receptor language. The text must be understood completely. This is the process which takes place in moving from the source language form to the meaning of the text. The translator should begin by reading the text several times, then by reading other materials that may help in understanding the culture or language



of the source text. As he reads the text, he will be looking for the author's purpose and the theme of the text. He may want to outline the text. The purpose is to understand the text as a whole.

Once he has done this, he is ready to work on the material a section at a time. The analysis of the source text will include resolving ambiguity, identifying implicit information, studying key words, interpreting figurative senses, recognizing when words are being used in a secondary sense, when grammatical structures are being used in a secondary function, etc. It will involve doing the kind of analysis which this book is all about. The goal of exegesis is to determine the meaning which is to be communicated in the receptor language text. The translator carefully studies the source language text and using all the available tools, determines the content of the source language message, the related communication situation matters, and all other factors which will need to be understood in order to produce an equivalent translation.

### **3. Transfer and Initial Draft**

After a careful analysis of the source language text, as indicated above, the translator begins drafting piece by piece, section by section. The transfer results in the initial draft. In preparing this draft, the translator is transferring from the source language into the receptor language. As he does so, he must always keep his target audience in mind. Before any extensive drafting can be done, the key terms must be determined. Every text has a set of words which are crucial to the content and correct communication of the theme. These need to be decided upon and may need to be checked with other speakers of the receptor language. There are two ways of approaching the transfer and initial draft. Some translators prefer to do a quick rough translation so that the material flows naturally. Then they go back and tighten up the details to be sure that there is no wrong information, and no omissions or additions. In this way, the receptor language text is more apt to be in the natural style of the receptor language. Others prefer to prepare a proposition-like semantic draft, being sure that all the information all the information is accounted for, and then reword it for naturalness. Either method will lead to an idiomatic translation if careful work is done. Once the translation team has sufficiently reworked the initial draft, they arrange for copies to be made so that adequate evaluation.



#### **4. Evaluation**

The purpose of evaluation is threefold: accuracy, clearness, and naturalness. The questions to be answer are:

1. Does the translation communicate the same meaning as the source language?
2. Does the audience for whom the translation is intended understand it clearly?
3. Is the form of the translation easy to read and natural receptor language grammar and style?

Those helping with the evaluation should be mother-tongue speakers of the receptor language. There are a number of kinds of evaluations which need to be done. The translator will want to compare the translation with the source text at several points during the translation process to be sure no additions, deletions or change of information have crept in.

Others may help with this work. It is especially advantageous to have a consultant check over the material. The translator will want to have receptor language speakers read the text and then tell back what the text communicated to them. As they read, there will be parts that are hard to read or hard to understand. Any time there is an indication of a problem in reading, this should be noted for further checking.

Another way to check is by asking questions of those who read the text, or to whom it is read. Questions need to be carefully formed so that they bring out the theme, the author's purpose, and the relevant facts of the text. Any wrong understanding should be noted and then checked with others as well. It is best to have someone who has not worked on the translation, but know both the source language and receptor language, translate back from the receptor language into the source language without the reference to the original source language text. Does the back translation carry the same information as the



original source language text? Any difference will need to be checked further. It is very important that sufficient time and effort be given to evaluation.

## **5. Revision**

After evaluation is done carefully, there will need to be a revision made on the basis of the feedback received. Those who revised the translation may suggest some other ways of rewording, or discovered the misunderstanding of the translators somewhere. The translation team now works through this material, honestly accepting the evaluation, and rewording the material accordingly. If any key words are changed, the text will need to be checked carefully for consistency in the change made.

## **6. Final Draft**

Before the final draft, decisions about format of the translation need to be discussed with the whole translation team, the consultant, the potential publisher and those who will promote distribution. Some matters may need special testing before the final draft is prepared. If the publication is to include pictures, these will need evaluation. A final editing for spelling and punctuation will need to be made as well. When all matters are cared for, a number of copies should be prepared and distributed for proofreading by various people before the actual printing takes place. Every translator wants his final copy to be as accurate as possible. The time spent in careful checking and preparation of the final draft will improve quality and will make the translation more acceptable to the audience for whom it is being prepared.

## **Part II - Practice**

### **Task 1. Read the English text and answer the questions.**

Vietnam is shaped in a long "S" stretching for 1000 miles from China in the north to the Gulf of Thailand in the south. The country's land area including water is about 127,000 square miles which makes it slightly larger than Italy or a bit smaller than Japan. It is broad in the north and south and narrow in the center, where at one point, it is only 31 miles wide; Vietnamese often describe



their country as resembling a bamboo pole supporting a basket of rice on each end since. This image can also be seen as a metaphor for the demography of Vietnam with the heavily populated, grain producing areas located in the north in the Red River Delta and in the south in the Mekong Delta with a thin, less productive and less densely inhabited coastal region linking them. Vietnam has 2144 miles of coastline and 2372 miles of land borders: 966 miles shared with Laos, 796 miles with China, and 610 miles with Cambodia.

*1. What is the author’s purpose of writing this text?*

*2. What is the text about?*

*3. How many times have you read the text to understand it completely?*

*4. Do you have any difficulty in finding the Vietnamese meaning of the English words/ phrases: shaped, stretching, land area, at one point, describe, resemble, a basket of rice on each end since, metaphor, heavily populated, grain producing areas, productive, densely inhabited, linking, land borders?*

*5. Translate the text into Vietnamese.*

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**Task 2. Read the Vietnamese text and answer the questions.**

**Tản mạn ngày gia đình Việt Nam**

**(Dân trí) - Người xưa nói, dù là vua chúa hay anh dân cày, người hạnh phúc nhất là người tìm được sự yên ấm dưới mái nhà của mình. Dù là biệt thự, chung cư, hay nhà ngói, song cần nhất, đó phải là một mái ấm.**

Có người cả đời nhặt nhạnh, chắt chiu xây tổ ấm, vậy mà có khi giật mình nhìn lại, chợt chua xót nhận ra, dưới mái nhà đầy đủ tiện nghi là cả một khoảng trống lạnh, lạnh hơi người, lạnh tình, lạnh nghĩa.

Các nạn bạo hành vẫn len sâu vào tận góc ngách gia đình. Điều tra gần đây cho thấy, bạo lực gia đình thường xuyên trù lên 21,2 % các gia đình. Song thật lạ kỳ, có hơn 90% số người được hỏi vẫn tươi cười mà rằng: “Hài lòng với cuộc sống”. Chính thái độ coi bạo lực gia đình là “chuyện thường” đã khiến bạo lực tồn tại hiển nhiên và có xu hướng gia tăng.

Đây không thể coi là bức tranh toàn cảnh gia đình Việt Nam, có chăng chỉ là mảng tối, nhưng nó đang có chiều hướng loang rộng, làm rạn nứt hạnh phúc gia đình.



**1. What is the author's purpose of writing this text?**

## 2. What is the text about?

**3. How many times have you read the text to understand it completely?**

**4. Do you have any difficulty in finding the Vietnamese meaning of the English words/ phrases:** *tản mạn, người xưa nói, sự yên ả, mái ả, nhạt nhẽo, chắt chiu, khoảng trống lạnh, lạnh hơi người, lạnh tình, lạnh nghĩa, len lỏi, trộm len, vẫn tươi cười mà rằng, có xu hướng, mảng tối, có chiều hướng loang rộng, làm rạn nứt?*

**5. Translate the text into English**

[illegible]



This image shows a full page of white paper with horizontal dotted lines, typical of primary school writing paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



## **APPENDICES**

### **APPENDIX 1**

#### **BUSINESS CONTRACTS LEGAL TERMS AND DEFINITIONS GLOSSARY**

Contracts are an important part of business life. They establish agreements between you and your employees, landlords or tenants, suppliers, customers and with other businesses. They are usually drawn up by solicitors and can be full of legal jargon.

A contract is an agreement that commits you or your business to a course of action. Therefore, it is important that you ask your solicitor or adviser to explain any language or terminology that you do not understand.

This guide provides plain English explanations for some of the expressions that you might come across, including:

- general contracts terms
- financial contracts terms
- property contracts terms
- Latin contracts terms

#### **GENERAL BUSINESS CONTRACTS TERMS AND DEFINITIONS GLOSSARY**

**Acceptance** - the unconditional agreement to an **offer**. This creates the contract. Before acceptance, any offer can be withdrawn, but once accepted the contract is binding on both sides. Any **conditions** have the effect of a counter offer that must be accepted by the other party.



**Agent** - somebody appointed to act on behalf of another person (known as the principal). The amount of authority to deal that the agent has is subject to agreement between the principal and the agent. However, unless told otherwise, third parties can assume the agent has full powers to deal.

**Arbitration** - using an independent third party to settle disputes without going to court. The third party acting as arbitrator must be agreed by both sides. Contracts often include arbitration clauses nominating an arbitrator in advance.

**Breach of contract** - failure by one party to a contract to uphold their part of the deal. A breach of contract will make the whole contract void and can lead to damages being awarded against the party which is in breach.

**Collective agreement** - term used for agreements made between employees and employers, usually involving trade unions. They often cover more than one organization. Although these can be seen as contracts, they are governed by employment law, not contract law.

**Comfort letters** - documents issued to back up an agreement but which do not have any contractual standing. They are often issued by a parent or associate company stating that the group will back up the position of a small company to improve its trading position. They always state that they are not intended to be legally binding. Also known as **letters of comfort**.

**Company seal** - an embossing press used to indicate the official signature of a company when accompanied by the signatures of two officers of the company. Since 1989 it has been possible for a company to indicate its agreement without use of the seal, by two signatures (directors or company secretary) plus a formal declaration. However, some companies still prefer to use a seal and the articles of a company can override the law and require a seal to be used.

**Conditions** - major terms in a contract. Conditions are the basis of any contract and if one of them fails or is broken, the contract is breached. These are in contrast to **warranties**, the other type of contract term, which are less important and will not usually lead to the breach of the contract - but rather an



adjustment in price or a payment of damages. **Confidentiality agreement** - an agreement made to protect confidential information if it has to be disclosed to another party. This often happens during negotiations for a larger contract, when the parties may need to divulge information about their operations to each other. In this situation, the confidentiality agreement forms a binding contract not to pass on that information whether or not the actual contract is ever signed. Also known as a nondisclosure agreement.

**Consideration** - in a contract each side must give some consideration to the other. Often referred to as the quid pro quo - see the Latin terms below. Usually this is the price paid by one side and the goods supplied by the other. But it can be anything of value to the other party, and can be negative - eg someone promising not to exercise a right of access over somebody else's land in return for a payment would be a valid contract, even if there was no intention of ever using the right anyway.

**Consumer** - a person who buys goods or services but not as part of their business. A company can be a consumer for contracts not related to its business - especially for goods or services it buys for its employees. Charities are also treated as consumers.

**Due diligence** - the formal process of investigating the background of a business, either prior to buying it, or as another party in a major contract. It is used to ensure that there are no hidden details that could affect the deal.

**Employment contract** - a contract between an employer and an employee. This differs from other contracts in that it is governed by employment legislation - which takes precedence over normal contract law.

**Exclusion clauses** - clauses in a contract that are intended to exclude one party from liability if a stated circumstance happens. They are types of **exemption clauses**. The courts tend to interpret them strictly and, where possible, in favour of the party that did not write them. In customer dealings, exclusion clauses are governed by regulations that render most of them ineffective but note that these regulations do not cover you in business dealings. **Exemption clauses** - clauses in a contract that try to restrict the



liability of the party that writes them. These are split into **exclusion clauses** that try to exclude liability completely for specified outcomes, and limitation clauses that try to set a maximum on the amount of damages the party may have to pay if there is a failure of some part of the contract. Exemption clauses are regulated very strictly in consumer dealings but these don't apply for those who deal in the course of their business.

**Express terms** - the terms actually stated in the contract. These can be the written terms, or verbal ones agreed before or at the time the contract is made (see **implied terms**). **Franchising** - commercial agreements that allow one business to deal in a product or service controlled by another. For example, most car manufacturers give franchises to sell their cars to local garages, who then operate using the manufacturer's brand.

**Going concern** - accounting idea that a business should be valued on the basis that it will be continuing to trade and able to use its assets for their intended purpose. The alternative is a break-up basis, which sets values according to what the assets could be sold for immediately - often much less than their value if they were kept in use.

**Implied terms** - are terms and clauses that are implied in a contract by law or custom and practice without actually being mentioned by any party. Terms implied by custom and

practice can always be overridden by **express terms**, but some terms implied by law cannot be overridden, particularly those relating to consumers (see **exemption clauses**). **Incorporate** - inclusion in, or adoption of, some term or condition as part of the contract. It differs from its company law definition where it refers to the legal act of creating a company.

**Injunction** - a remedy sometimes awarded by the court that stops some action being taken. It can be used to stop another party doing something against the terms of the contract. Injunctions are at the court's discretion and a judge may refuse to give one and award **damages** instead - see the finance contract terms below.

**Joint and several liability** - where parties act together in a contract as partners they have joint and several liability. In addition to all the partners



being responsible together, each partner is also liable individually for the entire contract - so a creditor could recover a whole debt from any one of them individually, leaving that person to recover their shares from the rest of the partners.

**Joint venture** - an agreement between two or more independent businesses in a business enterprise, in which they will share the costs, management, profits or benefits arising from the venture. The exact shares and responsibilities will be set out in a Joint Venture Agreement.

**Jurisdiction** - a jurisdiction clause sets out the country or state whose laws will govern the contract and where any legal action must take place. Don't forget that England and Scotland have different legal codes, and this may need to be specified.

**Letters of comfort** - see **Comfort letters**.

**Liability** - a person or business deemed liable is subject to a legal obligation. A person/business who commits a wrong or breaks a contract or trust is said to be liable or responsible for it.

**Limited liability** - usually refers to limited companies where the owners' liability to pay the debts of the company is limited to the value of their shares. It can also apply to contracts where a valid limitation clause has been included in the terms.

**Liquidation** - the formal breaking up of a company or partnership by realising (selling or transferring to pay a debt) the assets of the business. This usually happens when the business is insolvent, but a solvent business can be liquidated if it no longer wishes to continue trading for whatever reason (see **receivership** in the financial terms below).

**Misrepresentation** - where one party to a contract makes a false statement of fact to the other which that other person relies on. Where there has been a misrepresentation then the party who received the false statement can get **damages** for their loss. The remedy of rescission (putting things back to how they were before the contract began) is sometimes available, but where it is not possible or too difficult the court can award damages instead. **Non-**



**executive director** - a director who does not work directly for a company but advises the other directors. Non-executive directors have the full powers and authority of any other director and can bind the company to any contract.

**Offer** - an offer to contract must be made with the intention to create, if accepted, a legal relationship. It must be capable of being accepted (not containing any impossible conditions), must also be complete (not requiring more information to define the offer) and not merely advertising.

**Parent company** - where one company owns more than 50 per cent of the voting rights of another company it is the parent of that company which in turn becomes its subsidiary. It can also occur where the parent has less than 50 per cent but can control the board of directors of the subsidiary: that is, it has the power to appoint and remove directors without referring to other shareholders.

**Partnership** - when two or more people or organizations join together to carry on a business.

**Proxy** - a person who acts on behalf of another for a specific purpose, or the form used to make such an appointment. In a company a shareholder can appoint a proxy to attend a meeting and vote on their behalf.

**Quorum** - the minimum number of people needed at a meeting for it to proceed and make any decisions.

**Ratification** - giving authority to an act that has already been done. A company general meeting resolution can ratify an act previously done by the directors; or a principal can choose to ratify the act of an **agent** that was beyond the specified power of the agent. **Registered Office** - the official address of the company as stated on the register at Companies House. Any documents delivered to this address are considered to be legally served on the company.

**Repudiation** - has two meanings in contract law. The first is where a party refuses to comply with a contract and this amounts to a breach of contract. The second is where a contract was made by a minor (person under the age of 18) who then repudiates it at or shortly after the age of 18. Then the repudiation **voids** the contract rather than causing a **breach of contract**.



**Restrictive covenant** - is often included in long-term contracts and contracts of employment to stop the parties working with competitors during the period of the agreement and for some time thereafter. However, unless carefully written the courts will see them as being a restraint of trade and not enforce them.

**Service contract** - directors and officers of a company are usually given service contracts that are different to a contract of service or employment contract. This is because directors and officers are not always employees and the effect of employment law is different. **Shareholders' agreement** - an agreement between all of the shareholders about how the company should be run and the application of the rights of the shareholders. This acts as a contract between the shareholders. The company itself is not bound by it, as it is not a party to the agreement.

**Subject to contract** - words used on documents exchanged by parties during contract negotiations. They denote that the document is not an offer or acceptance and negotiations are ongoing. Often the expression **without prejudice** is used when subject to contract is meant.

**Trademark** - a registered name or logo that is protected by law. Trademarks must be granted through the Patent Office.

**Underwriter** - a person who signs as party to a contract. Now usually only applied to insurance contracts where the underwriters are those who agree to bear all or part of the risk in return for the premium payments. Underwriters at Lloyd's of London are also known as names.

**Unfair terms** - some terms are made unfair by legislation and will not be enforced by the courts and may even be interpreted against the person who included them in the contract. The legislation mainly protects consumers, but can also apply where there is a business-to-business contract in which one party is significantly more powerful than the other.

**Void** - a void contract is one that cannot be performed or completed at all. A void contract is void from the beginning (*ab initio* - see the Latin terms below) and the normal remedy, if possible, is to put things back to where they were before the contract. Contracts are void



where one party lacks the capacity to perform the contracted task, it is based on a mistake, or it is illegal.

**Warranties** - promises made in a contract, but which are less than a **condition**. Failure of a warranty results in liability to pay damages (see the financial terms below) but will not be a **breach of contract** unlike failure of a condition, which does breach the contract. **Without prejudice** - a term used by solicitors in negotiations over disputes where an offer is made in an attempt to avoid going to court. If the case does go to court no offer or facts stated to be without prejudice can be disclosed as evidence. Often misused by businesses during negotiations when they actually mean **subject to contract**.

## **FINANCIAL CONTRACTS TERMS AND DEFINITIONS GLOSSARY**

**Note:** terms highlighted in bold within the current definitions (eg **wound up**) are explained elsewhere in this guide.

**Bankruptcy** - the formal recognition that a person cannot pay their debts as they are due. Note this only applies to individuals, companies and partnerships that become insolvent are **wound up**.

**Damages** - money paid as the normal **remedy** in the law as compensation for an individual or company's loss. If another type of remedy is wanted (such as an **injunction** - see general contract terms below) but cannot be or is not given by the court, then damages will be awarded instead.

**Debenture** - a formal debt agreement. It refers to both the agreement and the document that verifies it. It is usually issued by companies and is generally supported by security over some property of the debtor. If the debtor defaults, the creditor can take and sell the property. Debentures are often transferable, so the creditor can sell it and there are markets on formal stock exchanges that deal in types of debenture. It is sometimes referred to as debenture stock. A mortgage is a type of debenture but one that is always secured, usually against land. **Floating charge** - a form of security for a debt. Instead of naming a specific property, which can be taken by the creditor if the debtor defaults (as in a fixed charge like a mortgage), a class of goods or assets is named, such as the debtor's stock. This allows the debtor to trade in the assets freely, but if the



debtor fails to make repayments then the floating charge becomes a fixed charge (known as crystallisation) over all the stock at that time. The creditor can then take and sell it to recover the debt.

**Guarantee** - a secondary agreement by which one person promises to honour the debt of another if that debtor fails to pay. Banks and other creditors often call on directors of small companies to give their personal guarantees for company debts. A guarantee must be in writing. The guarantor can only be sued if the actual debtor can't pay, in contrast to **indemnity**.

**Indemnity** - a promise by a third party to pay a debt owed, or repay a loss caused, by another party. Unlike a **guarantee**, the person owed can get the money direct from the indemnifier without having to chase the debtor first. Insurance contracts are contracts of indemnity: the insurance company pays first, and then tries to recover the loss from whoever caused it.

**Insolvency** - the situation where a person or business cannot pay its debts as they fall due (see **bankruptcy**, **liquidation** and **receivership**).

**Liquidation** - the formal breaking up of a company or partnership by realising (selling or transferring to pay a debt) the assets of the business. This usually happens when the business is insolvent, but a solvent business can be liquidated if it no longer wishes to continue trading for whatever reason (see **receivership**).

**Receivership** - the appointment of a licensed insolvency practitioner to take over the running of a company. A creditor with a secured debt appoints the receiver. The job of the receiver is to recover the debt either by taking the security and selling it or by running the business as a going concern until the debt is paid off (see **liquidation**).

**Redemption of shares** - where a company issues shares on terms stating that they can be bought back by the company. Not all shares can be redeemed, only those stated to be redeemable when they were issued. The payment for the shares must generally come from reserves of profit so that the capital of the company is preserved.



**Remedy/Remedies** - payments or actions ordered by the court as settlement of a dispute. The most common is **damages** (a payment of money). Others include specific performance (of an action required in the contract), **injunction** (see the general contract terms above) and rescission - putting things back to how they were before the contract was signed. **Stamp duty** - a tax on transactions. Only applied to specific types of transactions eg dealings in land and buildings, shares and ships.

**Wound up** - winding-up is the formal procedure for disbanding a company.

## **PROPERTY CONTRACTS TERMS AND DEFINITIONS GLOSSARY**

**Note:** terms highlighted in bold within the current definitions (eg **deed**) are explained elsewhere in this guide.

**Break clause** - a clause that allows a tenant to end a lease at specific times during the period of the lease.

**Conveyance** - a **deed** that conveys property rights.

**Covenant** - a promise within a contract for the performance or non-performance of a specified act.

**Deed** - a written document by which a person transfers ownership of real property to another. A deed must be properly executed and delivered in order to be effective. **Disclaimer** - a written document denying legal responsibility, or a limitation of rights that might otherwise be claimed.

**Easement** - an interest in land owned by another that entitles its holder to a specific limited use or enjoyment eg the right to cross the land, or to continue to have an unobstructed view over it.

**Encroachment** - when a building or some portion of it, or a wall or fence, extends beyond the land of the owner and illegally intrudes upon that of an adjoining owner.

**Equity** - the monetary value of a property after any claims, such as a mortgage, are taken away.

**Eviction** - the dispossession of a tenant of leased property by force or through the legal process.



**Exchange** - the exchange of agreed, signed contracts. The transaction between the seller and the buyer is then legally binding, and completion (including the final transfer of money) usually takes place two to four weeks later.

**Fixture** - a permanently fixed piece of furniture or equipment incorporated into a property. Removing it would cause damage to buildings or land, and is therefore regarded as legally part of it.

**Freehold** - outright ownership of a property. This type of **tenure** contrasts with leasehold where the leaseholder has the rights to occupy a property for a specified period of time. **Habitable** - suitable and fit for a person to live in and free of any faults that might endanger the health and safety of occupants.

**Holdover Tenancy** - a **tenancy** that arises when someone remains in possession of a property after the expiration of the previous tenancy and is recognised by the landlord by accepting rent.

**Indenture** - a deed or other document to which two or more parties are bound.

**Invitee** - a person, such as a customer, who is present in a place either by the express or the implied invitation of the occupier. This normally means that the occupier has to exercise reasonable care to protect the safety of the invited person.

**Landlord** - the owner of property that is leased or rented to others.

**Lease** - a contract by which an owner of property conveys exclusive possession and use of it for a specified rent and for a specified period - after which the property reverts to the owner.

**Legal duty** - the responsibility to others to act according to the law.

**Loss of use** - circumstances where a property cannot be occupied in the normal way, through the negligence or wrongdoing of another party.

**Notice to quit** - a notification or communication to a tenant to leave specified premises usually for a breach of terms of the lease.



**Occupancy** - holding, possessing, or occupying **premises**.

**Occupant** - someone who occupies a particular place.

**Partition** - the division into parts of property held jointly, or the sale of such property by a court with division of the proceeds.

**Party wall** - a wall that divides two separate premises, which is the joint responsibility of both owners.

**Premises** - a building or part of a building usually including the adjacent grounds.

**Quit** - for a tenant to move out of rented premises.

**Reasonable wear and tear** - damage sustained in the course of normal use.

**Repossess** - to take possession again of a property or goods after non-payment of money owed. This might follow a court order.

**Search** - an inspection carried out to establish whether any legal restraints, planning applications or aspects of legal ownership might affect the purchase of a property. Solicitors will look into land registry and local government records when pursuing this.

**Sublease** - a lease that is given by a tenant of part or all of the leased premises, to another person for a period shorter than the original lease, while still retaining some interest.

**Tenancy** - the temporary possession or **occupancy** of property that belongs to another. It also refers to the period of a tenant's possession.

**Tenure** - the way in which a property is held eg **freehold** tenure or leasehold tenure. **Trespass** - a wilful act or active negligence that causes an injury to a person or the invasion of their property.

**Vendee** - the person to whom a property is sold.

**Vendor** - the person who is selling a property.

## **LATIN CONTRACTS TERMS AND DEFINITIONS GLOSSARY**

**Note:** terms highlighted in bold within the current definitions (eg **mala fides**) are explained elsewhere in this guide.

**Ab initio (ab init)** - from the beginning. Can mean that breaking some



terms in a long- running contract results in the contract having been broken from the start.

**Bona fide** - in good faith. Usually implies an amount of trust that the parties are acting without any hidden motives. The opposite is **mala fides** - in bad faith.

**Bona vacantia** - vacant property. Refers to a situation where property or goods end up not being owned by anyone. This can happen if a person dies without heirs or a company is struck off without all its property being distributed. It can also occur where a contract becomes void and property under it cannot be restored to an owner. In the UK, any such property then belongs to the Crown and expensive proceedings are required to get it back. **Caveat emptor** - buyer beware. This is a general rule that it is up to the buyer to find out if what they are buying is what they want. Consumer regulations require certain information to be disclosed to consumers and insurance contracts are covered by the **uberrimae fides** - but many types of business contracts are covered by the caveat emptor rule.

**Consensus ad idem** - agreement on an idea. This is the concept that the parties to the contract must all be in agreement on the basis of the contract. If it is discovered that the parties were thinking different things, then there is no consensus and the contract is void. **De facto** - in fact. The opposite of **de jure** (in law). Having a practical effect different from the legally accepted or expected situation. For example, a person who deliberately or negligently gives the impression to another party of being a company director, can be treated as a de facto director. So any agreement or statements will bind the company they make as if a properly appointed director made them.

**De jure** - in law. According to law, the opposite of **de facto**.

**De minimis** - short for de minimis non curat lex: the law does not concern itself with trifles. It basically means insignificant or too small to bother with.

**De novo** - start afresh. Starting a new contract on the same basis as the old.

**Exempli gratia (eg)** - for example. One or more examples from a greater list of possibilities. Compares with **id est (ie)**, that is, which indicates a full, definitive list of all possibilities.



**Ex gratia** - out of grace. A gift made without any obligation on the part of the giver or any return from the receiver.

**Ex parte** - on behalf of. An action, usually a legal action, taken by a party on someone else's behalf.

**Ex post facto** - because of some later event. Where a later event or occurrence interferes with an earlier agreement.

**Id est (ie)** - that is. Is followed by a definition or list of items or options that relate to a preceding statement or condition. Differs from **exempli gratia (eg)** - for example - that gives some, but not all, examples of the items or options.

**Inter alia** - among other things. This is often used in contracts to indicate that what is being specifically referred to is part of a larger group without having to name all the elements. **Mala fides** - bad faith, opposite of **bona fide**.

**Nemo dat quod non habet** - no one can give what they do not have. The principle that a seller cannot pass on a better right to the property than they actually have. So, if goods are stolen, the buyer does not get ownership even if there was no indication that they were stolen.

**Non compos mentis** - not of sound mind. A person who is not of sound mind will not have full capacity to enter into a contract.

**Non est factum** - not my act. This is a denial by a person that they were actually involved in some action or dealings. In a contract, it can occur if a party denies that they signed the contract - that someone else forged their signature.

**Pari passu** - equal and even. This relates to shares to denote that newly issued shares have the same rights and restrictions as those of the same class already existing.

**Prima facie** - at first sight. A prima facie fact is one that seems to be correct, but may subsequently be proved wrong by other evidence.

**Pro rata** - for the rate. Divided in proportion to some existing split. For example, a pro rata share issue is offered in proportion to the number of shares each shareholder already has. **Pro tanto** - for so much. Means to the extent specified, but not more.



**Pro tempore (pro tem)** - for the time being.

**Quid pro quo** - something for something. The usual definition of **consideration** (see the general contracts terms above) in a contract, on the basis that each party should offer something to the other.

**Uberrima fides** - utmost good faith. The concept that a party to certain types of contract must act in good faith and declare all relevant facts to the other side even if they do not ask. This only usually applies to insurance contracts where the insured person must declare all known risks. It is an exemption to the general contract rule of **caveat emptor**.

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## APPENDIX 2

### **ĐẶC TRƯNG CỦA TIẾNG ANH PHÁP LÝ: NHỮNG THÁCH THỨC VỀ NGÔN NGỮ TRONG DỊCH THUẬT CHARACTERISTICS OF LEGAL ENGLISH: LINGUISTIC CHALLENGES IN TRANSLATION**

GVHD: Nguyễn Phước Vĩnh Cồ

SVTH: Trần Phước Phương Uyên - Cáp Thị Vân - Hồ Thị Ngân. Lớp 12CNATM05

Đại học Đại học Đà Nẵng

#### **Abstract:**

Legal translation is a special and specialized field in translation studies. Legal English is rich in linguistic characteristics, many of which may cause practical problems for legal translators. The aim of the paper is to provide law students in particular and students of foreign languages in general with insights into the language of legal English. The paper deals with major lexical features and linguistic challenges of legal English in translation. A number of translation techniques for legal English such as transposition, modulation, expansion and thematization are also introduced in this paper.

**Keywords:** legal English, specialized translation, lexical and grammatical characteristics, techniques for legal translation

#### **Tóm tắt**

Dịch thuật pháp lý là một lĩnh vực chuyên ngành nhưng rất đặc biệt của dịch thuật học. Tiếng Anh pháp lý có các đặc trưng ngôn ngữ mà nhiều đặc trưng này có thể gây ra các khó khăn trong thực tiễn cho người dịch pháp lý. Mục đích của bài báo là cung cấp cho sinh viên luật nói riêng và sinh viên ngoại ngữ nói chung sự hiểu biết về ngôn ngữ pháp lý. Bài báo đề cập các đặc trưng chính của từ vựng và các thách thức ngôn ngữ pháp lý trong dịch thuật. Một số kỹ thuật dịch thuật tiếng Anh pháp lý như 'chuyển đổi từ loại', 'biến điệu', 'mở rộng' và 'đề hóa' cũng được giới thiệu trong bài báo.



**Từ khóa:** Tiếng Anh pháp lý, dịch thuật chuyên ngành, đặc trưng từ vựng và ngữ pháp, kỹ thuật dịch thuật pháp lý.

## **1. Lời nói đầu**

Trong một kỷ nguyên toàn cầu hóa, tiếng Anh pháp lý là một nhân tố quan trọng cho bất kỳ quốc gia nào đang tham dự các “cuộc chơi” ở lĩnh vực kinh tế. Dịch thuật pháp lý rõ ràng đang ngày càng đóng một vai trò quan trọng trong lĩnh vực dịch thuật chuyên ngành. Mặc dù có rất nhiều công trình nghiên cứu về lĩnh vực dịch thuật pháp lý ở tiếng Anh nhưng ở góc độ nghiên cứu dịch thuật pháp lý Anh-Việt lại rất được ít chú trọng tại các trường đại học ngoại ngữ ở nước ta, vì vậy, tiếng Anh pháp lý được nghiên cứu trong bài báo này có thể có tầm quan trọng trong việc cắt nghĩa các đặc trưng ngôn ngữ xét về mặt lý thuyết và có ý nghĩa thực hành trong việc cung cấp các kỹ thuật dịch. Dù chỉ là những bước đầu nghiên cứu ở một lĩnh vực ngôn ngữ chuyên ngành đầy những thách thức nhưng chúng tôi vẫn hy vọng đóng góp một phần nhỏ trong phong trào nghiên cứu khoa học nhà trường nói riêng và lĩnh vực dịch thuật chuyên ngành pháp lý nói chung.

## **2. Đặc trưng ngôn ngữ của tiếng Anh pháp lý**

Hai đặc trưng ngôn ngữ chính của tiếng Anh pháp lý: a) thuật ngữ  
b) ngữ pháp

### **2.1 Đặc trưng thuật ngữ**

#### **2.1.1 Sự khác biệt về khái niệm**

Khía cạnh khó khăn nhất trong dịch tiếng Anh pháp lý là sự khác biệt hệ thống pháp lý. Sự khác biệt này sẽ cho các khái niệm pháp lý khác nhau vì vậy việc tìm một từ ngữ tương đương về mặt ngữ nghĩa cũng như tương đương về khái niệm giữa hai hệ thống pháp luật là rất khó. Các thuật ngữ như ‘*common law*’, ‘*equity*’, ‘*statute law*’ chỉ là ba từ trong số các ví dụ mà ở tiếng Việt không có các từ tương đương để diễn đạt các khái niệm cơ bản nhất của hệ thống pháp lý Anh dù được dịch sang tiếng Việt là ‘*thông luật*’, ‘*luật công lý*’, ‘*luật thành văn*’, thì cũng chỉ tương đương về nghĩa chứ không tương đương về



khái niệm. Không những thế người dịch sẽ gặp khó khăn khi dịch các từ như 'barrister' và 'solicitor' vốn ở hệ thống pháp lý Việt không có những chức danh như thế vì từ đầu là 'luật sư tư vấn cho khách hàng như soạn hợp đồng mua bán nhà, làm di chúc', được hiểu như là 'consultant lawyer' từ cuối là 'luật sư đại diện cho thân chủ để biện hộ tại toà án', được hiểu là 'lawyer in court'.

### 2.1.2 Từ phổ thông mang nghĩa chuyên ngành

Như các chuyên ngành khác, tiếng Anh pháp lý cũng mượn ở tiếng Anh phổ thông một số lượng từ vựng không nhỏ mang nghĩa chuyên ngành pháp lý như 'act: đạo luật', 'action: việc kiện cáo, tố tụng', 'bill: dự luật', 'hearing: phiên toà', 'execute: ký kết (hợp đồng)' 'maintenance: tiền chu cấp', 'consideration: tiền thưởng, tiền công', 'party: bên (trong một hợp đồng hoặc một vụ kiện)', 'title: quyền sở hữu (tài sản)', 'instrument: văn kiện', 'tender: sự bỏ thầu', 'due diligence: thẩm định/điều tra chi tiết', 'rule: phán quyết, quyết định', 'to serve: tổng đạt, gởi'. Một số ví dụ về từ phổ thông mang nghĩa pháp lý:

- He brought an *action* (phát đơn kiện) against her.
- Who holds the *title* to the land (có quyền sở hữu đất đai đó)?
- An exact sale price will be set after *due diligence* (thẩm định chi tiết) is completed in May.
- *Instruments* (các văn kiện) of ratification, acceptance, approval or access are to be deposited by the Secretary-General of the United Nations.
- A court *hearing* (phiên toà) *ruled* (phán quyết) the directors had acted illegally.
- Is this solution acceptable to all *parties* (giải pháp này có được chấp nhận đối với tất cả các bên liên quan)?

### 2.1.3 Từ cổ

Một số từ cổ như 'hereinafter' (trạng từ): dưới đây, sau đây, 'darraign' (động từ): giải quyết một lời buộc tội/tranh luận, 'surrejoinder' (danh từ): câu trả lời của nguyên đơn cho lời cãi của bị cáo, 'aforesaid'/aforementioned (tính từ): vừa đề cập, v.v. rất ít được sử dụng trong tiếng Anh hiện đại nhưng lại rất



phổ biến trong tiếng Anh pháp lý. Phổ biến nhất là các trạng từ 'here' và 'there' cộng với một giới từ thường làm trạng ngữ chỉ một văn bản hoặc văn kiện mà chúng xuất hiện hoặc một văn bản đang được đề cập tới. Một số ví dụ về từ cổ:

- The technical specifications are attached *hereto* (*to this contract/document: kèm theo đây*)

- This Agreement and the benefits and advantages *herein* (*appearing in the contract/document: ở đây/trong văn kiện này*) contained are personal to each member and shall not be sold, assigned, or transferred by the Member.

- This is to confirm that Shandong Yuanda Food Co., Ltd (*hereinafter* referred to as the Seller: sau đây gọi tắt là Bên bán) and \_\_\_\_\_ (*hereinafter* referred to as the Buyer: sau đây gọi tắt là Bên mua).

- In this event, the contract shall be terminated *forthwith* (*ngay lập tức*).

#### 2.1.4 Từ La tinh

Do nhiều nguyên nhân lịch sử, ta thấy có khá nhiều sự hiện diện của các thuật ngữ La-tinh trong văn bản viết pháp lý. Một số thuật ngữ được dùng nhiều đến nỗi chúng trở thành tiếng Anh phổ thông như 'ad hoc' (*đặc biệt*), 'bona fide' (*thiện ý, trung thực*), 'affidavit' (*bản khai làm chứng*), 'de facto' (*thực tế*), 'et cetera' (*vân vân*). Tuy nhiên, rất nhiều từ La tinh khá lạ lẫm vì rất ít được dùng trừ trong các văn bản pháp lý như 'ad item' (*cho mục đích của vụ kiện*), 'ad valorem' (*theo giá trị*), 'caveat emptor' (*người mua tự liệu*), 'ex parte' (*của một bên, từ một bên*), 'in curia' (*công khai tại tòa*), 'ipso facto' (*chính sự việc ấy*), 'obiter dictum' (*án lệ tham khảo*), 'per diem' (*mỗi ngày*), 'post mortem' (*khám nghiệm tử thi*), 'pro bono' (*miễn phí*), 'ratio decidendi' (*án lệ bắt buộc*), 'sub judice' (*vụ đương cứu*), v.v.. Xin xem một số ví dụ từ La tinh thường được dùng trong tiếng Anh:

- An *ad hoc* (dành cho mục đích này) committee was formed.

- VAT is an *ad valorem* (tính theo giá trị) tax.

- Is it a *bona fide* (hợp pháp), reputation organization?

Một số từ La tinh thường thấy trong các văn bản pháp lý

- They have entered a *caveat* (đưa ra lời cảnh cáo).



- Mr Kunstler is handling the case *pro bono* (miễn phí)

- The newspaper claimed it did not know the material *sub judice* (vụ đương cứu)

### 2.1.5 Từ nước ngoài

Một số từ mượn từ tiếng Pháp vẫn phổ biến trong tiếng Anh pháp lý như 'accounts payable' (số tiền phải trả/số tiền nợ), 'accounts receivable' (số tiền sẽ thu được), 'attorney general' (tổng chưởng lý), 'court martial' (toà án quân sự) và một số từ hết sức cơ bản và quen thuộc trong hệ thống tiếng Anh pháp lý nhưng thực ra có nguồn gốc từ tiếng Pháp như 'agreement' (hợp đồng), 'arrest' (bắt giữ), 'estate' (tài sản), 'plaintiff' (nguyên đơn), 'plea' (lời bào chữa).

### 2.1.6 Cụm giới từ

Một đặc trưng phổ biến khác nhưng lại là thách thức không nhỏ đối với người dịch pháp lý là việc sử dụng thường xuyên các cụm giới từ trong lĩnh vực pháp lý như '*in consideration of*', '*pursuant to*', '*subject to*', '*without prejudice to*', '*with prejudice*', '*without prejudice*'. Một số ví dụ về cụm giới từ:

- All pending lawsuits between the two companies will *be dismissed with prejudice* (bị bác bỏ không có quyền đem ra xử trở lại).

- The findings were accepted *without prejudice* (có quyền đem ra xử lại).

Thêm vào các thách thức này là sự khác biệt về nghĩa của một số cụm giới từ như '*according to*' và '*in accordance with*', '*subject to*' và '*pursuant to*'. Xin xem hai ví dụ:

- *According to the bylaws*, the board of directors has five members.

- The decision to declare a dividend was adopted by the board of directors *in accordance with the bylaws*.

Từ '*bylaws*' (quy chế) sau '*according to*' chỉ thông tin về số thành viên của ban giám đốc vì thế nên dịch 'theo quy chế' (thông tin) nhưng từ '*bylaws*' (quy chế) sau '*in accordance with*' lại là 'luật', 'điều luật' chi phối việc thông qua quyết định của ban giám đốc vì thế phải dịch 'tuân theo quy chế/theo đúng quy chế (luật/điều luật).



### 2.1.7 Từ đồng nghĩa/gần nghĩa

Một số trong các kết hợp đặc trưng nhất là các từ đồng nghĩa/gần đồng nghĩa kết hợp lại, lúc là ba từ (trinomials) như '*give, devise and bequeath*' nhưng thường là hai từ (binomials) như '*true and correct*'. Các từ như thế có thể là danh từ '*covenants and obligations*', động từ '*cancel, annul and set aside*', tính từ '*null and void*', trạng từ '*willfully and knowingly*' và thậm chí giới từ '*by and between*'.

Một số ví dụ tiêu biểu về từ đồng nghĩa/gần nghĩa:

- He was found guilty of *assault and battery* (hành hung). (danh từ)
- All invoices shall be *due and payable* (phải trả) upon presentation. (tính từ)
- She was accused of *aiding and abetting* (khuyến khích/giúp đỡ ai trong một hoạt động tội phạm) a fraud. (động từ)
- In many states, firms are *jointly and severally* (liên đới chung và riêng) liable for injuries caused at work. (trạng từ)
- This SALE and PURCHASE AGREEMENT is made this fourteenth day of March, 2000, *by and between* X and Y (giữa X và Y)... (giới từ)

### 2.1.8 Các cặp từ chỉ mối quan hệ hỗ tương/đối lập qua cách dùng -ER/OR và -EE

- Một số danh từ tận cùng bằng hậu tố -er/-or chỉ 'người nhận /cho ai cái gì' còn danh từ tận cùng bằng hậu tố -ee chỉ 'người nhận'. Sau đây là các cặp từ nói trên và các ví dụ

- *licenser - licensee* (bên cấp phép và bên được cấp phép)
- *lessor - lessee* (người chủ cho thuê nhà và người thuê nhà)
- *consignor - consignee* (bên gửi hàng và bên nhận hàng)
- The package must be marked with the *consignor's* name and address (tên và địa chỉ của người gửi hàng).
- The *lessor* (người chủ cho thuê nhà) gives the *lessee* (người thuê nhà) the use of a building.
- We have informed the consignee (bên nhận hàng) of the delivery date.



### **3.1 Đặc trưng ngữ pháp**

#### **3.1.1 Cấu trúc bị động**

Một đặc trưng ngữ pháp nổi bật của tiếng Anh pháp lý là việc sử dụng thường xuyên các động từ ở dạng bị động (*is agreed, is made, shall be construed and governed, is construed or interpreted*). Trong những văn bản sau, ta có thể thấy nhiều cấu trúc động từ kề liền nhau được dùng ở dạng bị động.

- The acronym EURES *shall be used* exclusively within EURES. It *shall be illustrated* by a standard logo, *defined* by a graphic design scheme. The logo *shall be registered* as a Community trade mark at the Office for Harmonization in the Internal Market (OHIM). It *may be used* by the EURES members and partners.

- A chargeback *will be issued* to the Vendor for the cost of inspection, repairs, transportation and handling of an order that *is rejected* in the United State. All non-repairable second quality garments *will be charged* accordingly if they exceed 0.25% of order received quantity.

- If more than one factory *is used* to produce merchandise, a separate acknowledgement form *must be provided* for each factory. A new acknowledgement form *must be sent* annually or if changes occur in order to ensure accurate and current factory information *is maintained*.

#### **3.1.2 Danh hóa (nominalization)**

Các danh từ phái sinh từ động từ thường được dùng thay cho động từ như 'to give consideration to' thay vì 'to consider', 'to be in opposition' chứ không phải 'to oppose', 'to be in agreement', thay cho 'to agree'...

- If the board *holds a meeting* (meet) on Friday, it will probably *come to the conclusion* (conclude) and the time has come to *take an action* (act).

### **4. Kỹ thuật/phương thức dịch tiếng Anh pháp lý**

#### **4.1. Chuyển đổi từ loại (transposition)**

Chuyển đổi từ loại được hiểu ở đây là việc thay thế một phạm trù ngữ pháp bằng một phạm trù ngữ pháp khác trên cơ sở cả hai được xem là có cùng nghĩa. Trong tiếng Anh pháp lý khi câu tiếng Anh là 'The defendant said...'



(Bị cáo nói...): cấu trúc động từ và được dịch sang tiếng Việt là ‘Theo bị cáo thì...’ (According to the defendant): cụm giới từ có hạt nhân là danh từ thì ta đã áp dụng kỹ thuật chuyển đổi từ loại.

#### 4.1.1. Động từ thay cho danh từ

Tiếng Anh pháp lý có khuynh hướng dùng ‘cấu trúc danh từ’ thì ở tiếng Việt lại ưa thích ‘cấu trúc động từ’.

Upon the *conclusion* of this Agreement (Khi hợp đồng này được ký kết/khi ký kết hợp đồng này): ‘when this Agreement *was concluded*’.

Shipment is to be effected 30 days after the acceptance of the relevant L/C (sau khi L/C liên quan được chấp nhận: after the relevant L/C *was accepted*).

#### 4.1.2. Danh từ thay cho tính từ

- He was set *free* (Hắn ta được trả *tự do*: ‘he was granted *freedom*’)

#### 4.1.3 Cấu trúc chủ động thay cho bị động

- The Seller shall not *be held responsible* for late delivery.

Bên bán không *chịu trách nhiệm* về việc giao hàng trễ.

- *It is mutually agreed that...*

- *Hai bên đồng ý rằng...*

The parties hereto have caused this *Contract to be executed* in accordance with their respective law the day and year first above written.

Các bên trong hợp đồng này đã *ký kết hợp đồng* này theo luật pháp tại nước của mỗi bên vào ngày được ghi đầu tiên ở trên.

#### 4.2. Biến thái/điều (modulation)

Nếu chuyển đổi từ loại ảnh hưởng đến chức năng cú pháp thì biến thái/điều liên quan đến phạm trù ngữ nghĩa. Khi ta dịch một câu tiếng Anh ‘Human rights violators would *be brought to justice*’ sang tiếng Việt là ‘Các nhà vi phạm nhân quyền sẽ *bị truy tố trước tòa* (*be prosecuted before the court*)’ thì ta đã áp dụng phương thức biến thái/điều trong câu dịch trên ‘cụ thể’ (court: tòa án) thay cho ‘trừu tượng’ (justice: công lý)



### 4.3. Mở rộng/giải thích (expansion)

'Grand larceny' tương đương ở tiếng Việt với từ 'larceny' là 'ăn cắp' nhưng tính từ 'grand' được mở rộng thành tổ thành 'một số tiền lớn hoặc những đồ đạc có giá trị', 'date rape', từ 'rape' là 'tội cưỡng hiếp' nhưng 'date' thì được dịch như giải thích là 'người bạn hẹn hò'. Các thuật ngữ như 'case law: án lệ' nên áp dụng phương thức mở rộng/giải thích là 'luật do thẩm phán làm ra' và 'statutory law: luật thành văn' nên dịch là 'luật do nghị viện ban hành'. Hai chức danh luật sư trong tiếng Anh 'barrister' và 'solicitor' thì từ đầu nên dịch là 'luật sư tranh tụng' và từ sau là 'luật sư cố vấn'. Thuật ngữ 'jurisdiction' dù chỉ là một từ nhưng áp dụng kỹ thuật dịch mở rộng sẽ được dịch là 'quyền thực thi pháp lý'.

Kỹ thuật dịch mở rộng là một trong những kỹ thuật có thể áp dụng trong dịch bất kỳ/ hầu hết từ loại nào và thường liên quan đến kỹ thuật chuyển đổi từ loại (4.1), như vậy 'tính từ' hay 'trạng từ' trong tiếng Anh 'out-of court': bên ngoài tòa trong 'an out-of-court settlement' sẽ được dịch thành 'sự hòa giải không cần đến tòa án' và 'the case was settled out of court' thành 'vụ kiện được giải quyết mà không cần đưa ra tòa để xét xử'

### 4.4. Đề hóa (thematization)

Việc phân biệt chủ ngữ (subject) và vị ngữ (predicate) theo ngữ pháp truyền thống và đề (theme) và thuyết (rheme) theo ngữ pháp chức năng là rất hữu ích cho người dịch. Nếu lấy một ví dụ như 'At home I don't do much painting' thì rõ ràng chủ ngữ là 'I' và vị ngữ là 'don't do much painting at home'. Tuy nhiên, nếu câu trên được phân tích theo quan điểm 'ưu tiên' cho một trong những thành phần của nó (at home đặt ở đầu câu) so với các thành phần khác thì có thể xem cụm từ 'at home' được chọn làm 'đề' và phần còn lại 'I don't do much painting' được xem là 'thuyết'. Theo các nhà lý thuyết dịch chuyên ngành pháp lý (Alcaraz & Hughes [1]), mục đích lựa chọn này thường là nhấn mạnh hoặc tương phản.

#### 4.1.1 Chuyển đổi tác nhân của hành động thành chủ ngữ

- This Contract is made *by and between the Buyer and the Seller*, whereby the Buyer agrees to buy and the seller agrees to sell the under-mentioned commodity according to the terms and conditions stipulated below:



- *Bên mua và Bên bán* lập ra hợp đồng này, theo đó Bên mua đồng ý mua và Bên bán đồng ý bán mặt hàng được đề cập sau đây theo các điều kiện được quy định dưới đây. ‘by and between the Buyer and the Seller (tác nhân của hành động) à The Buyer and the Seller (chủ ngữ).

#### 4.1.2 Chuyển đổi trạng ngữ thành chủ ngữ

- The production design, technology of manufacturing, means of testing, materials prescription, standard of quality and training of personnel shall be stipulated *in Chapter 4 in this Contract*.

- *Chương 4 của hợp đồng này* quy định về các kiểu dáng sản phẩm, công nghệ chế tạo các phương pháp kiểm tra, phương pháp phối chế nguyên vật liệu, tiêu chuẩn chất lượng và việc đào tạo nhân viên: ‘in the Chapter 4 in this Contract (trạng ngữ) à Chapter 4 in this Contract (chủ ngữ).

#### 4.1.3 Chuyển đổi vị ngữ thành chủ ngữ

- This is the final *arbitration award* and binding on both Contracting Parties.

- *Phán quyết này của trọng tài* là quyết định và ràng buộc cả hai bên ký kết: ‘arbitration award’ (vị ngữ) à This arbitration award (chủ ngữ).

### 5. Kết luận

Để nói lên tầm quan trọng và ý nghĩa của tiếng Anh pháp lý từ góc độ dịch thuật, chúng tôi xin mượn lời của Morry Sofer [6]: ‘Để có được một nghề dịch thành công, việc hiểu biết hai hay nhiều ngôn ngữ là chưa đủ, người ta cũng nên theo đuổi một lĩnh vực chuyên ngành chính như pháp luật, y học, thương mại, v.v..’ (For a successful translation career, the knowledge of two or more languages is not enough. One should also pursue a major technical area, such as law, medicine, business, etc...) Việc ít chú ý đến dịch thuật chuyên ngành trong đó có tiếng Anh pháp lý vẫn để lại một khoảng trống hấp dẫn cho các người yêu thích lĩnh vực dịch chuyên ngành như y học, thương mại và pháp lý khai phá. Chúng tôi hy vọng rằng bài báo này là một đóng góp nhỏ cho nỗ lực đó.



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